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Current Topics.

British Justice.

A PARAGRAPH in *The Times* last week reports the praise bestowed by the Bishop of the Roman Catholic diocese of New York, on returning from a world cruise, on the "equal justice" administered by Great Britain in the Far East, and his opinion that if our country withdrew from this part of the world, chaos would ensue. It is always interesting to find someone of another nation recognising that Great Britain administers justice, wherever it is established, without fear or favour, although to ourselves this characteristic is so familiar in its exemplification that we take it as a matter of course. Lord ESHER, one of the greatest judges of the last generation, used to say to his friends: "I don't know whether I do justice, but I'll take my oath I try with all my might to do it," and so he did. His colleague, Lord Justice FRY, when first appointed to the bench, set down in a series of notes his conception of the new duties which he was undertaking and how he should discharge them. Among these, he declared that his first duty was to do what was right, and every reader of the admirable memoir of that distinguished judge will remember how nobly he carried out the high ideals he set before himself. These are two instances of men of very different temperaments and outlook on life who were animated by the same passionate desire to do justice; and happily they are not isolated cases but merely examples of the extremely high standard which every British judge aims at attaining.

The Burden of Judges in the Divorce Division.

THE BURDEN now placed upon the PRESIDENT and other judges sitting in the Divorce Division of the High Court are heavy indeed. A short time ago the PRESIDENT felt obliged to call for the assistance of the ATTORNEY-GENERAL in a case where he was asked to exercise his discretion in favour of a petitioner who admitted having committed a matrimonial offence. The observations of the PRESIDENT and the address to the court of the ATTORNEY-GENERAL in that case show how unsatisfactory the position is with regard to the exercise of judicial discretion in such causes and what little guidance the presiding judge can look for from reported authorities. Perhaps the most satisfactory outcome of those proceedings is that it appears that the modern tendency is to consider, first of all, the interests of the children of the marriage, if there are any. Nevertheless, the responsibility placed upon the judge in leaving him with an unfettered discretion is greater than he ought to be called upon to bear, although, admittedly, the remedy for the existing state of things is not easy to find. In a recent undefended divorce cause, the PRESIDENT called attention to another burden thrown upon judges in his division as a result of the Judicial Proceedings (Regulation of Reports) Act, 1926. In giving judgments in that case the PRESIDENT is reported to have said: "In the present state of the law there can be no publicity in this case unless the facts are stated. I therefore have the disagreeable duty of stating them." However well-intentioned, the suppression of reports, except of the most meagre details of cases heard in the Divorce Division, undoubtedly removes one of the deterrents to the institution of such proceedings and tends to increase their number. That this is the view of the PRESIDENT is apparent, for his lordship is reported to have said, after stating the facts: "The only penalty of such a defiance of the social laws in this country is publicity. It is essential that publicity should be given, no matter how disagreeable may be the task of the judge on whose shoulders the business of securing it falls." Thus, another onerous and unpleasant duty falls to the lot of the divorce judges, and it is not the less a burden because it is voluntarily assumed out of a high sense of obligation to the public.

Shorthand in the Courts.

OUR COURTS have been extremely slow to recognise the value of the work of the stenographer. To-day the Court of Appeal still strongly discourages the use of a transcript of the evidence taken in the trial court, and even where the parties have agreed to a note being taken and so have released the trial judge from the obligation of taking a note, the appellate tribunal frowns upon the arrangement on the ostensible ground that it adds unnecessarily to the cost of litigation. No doubt in a heavy case a transcript of the evidence involves expense, but surely not out of proportion to the other costs, and if a full note taken by an expert shorthand writer frees the judge at the trial from the irksome task of painfully taking down in long hand the evidence as detailed by the witnesses, and enables the proceedings to proceed more expeditiously, much is gained, and the parties have the satisfaction of knowing they possess a complete record of the evidence. The provision whereby on the institution of the Court of Criminal Appeal a shorthand note of the evidence has to be taken was a recognition of the value of the stenographer's services, but, as we have said, a similar recognition of their work in the civil courts has been tardy indeed. We were, however, glad to observe that Sir THOMAS INSKIP last week voiced the general opinion of the profession when he testified to the efficiency with which the work of the shorthand writers in the courts is conducted. Time and again the appointment of an official shorthand writer in each court has been advocated, but so far without success. The World Court at The Hague has a staff of official stenographers who produce with remarkable rapidity a full transcript of the arguments of counsel for the use of the judges; indeed, the work of the tribunal could scarcely be carried on, certainly not with as great efficiency, without the aid of the shorthand writers. Some day perhaps we may take a leaf out of the World Court's book in this respect. It is a reform too long delayed.

Parochial Purposes—Whether Charitable.

IN *Re Stratton*, *The Times*, 1st inst., BENNETT, J., considered the validity of a bequest to the vicar for the time being of the

Parish of Mortlake, "to be by him distributed at his discretion among such parochial institutions or purposes as he shall select." In a very recent case, *Re Bain* [1930] 1 Ch. 224, on which we commented on p. 490 of our last volume, the gift was "to the Vicar of St. Albans', Holborn, for such objects connected with the Church as he shall think fit." In *Re Bain* the gift succeeded, but narrowly, the Court of Appeal reversing EVE, J., and RUSSELL, L.J., delivering a dissentient judgment. In *Re Stratton*, BENNETT, J., held that it failed. Counsel arguing for its validity relied very strongly on *Re Garrard* [1907] 1 Ch. 382, in which JOYCE, J., held that a gift to the vicar and churchwardens of U., to be applied by them in such manner as they should in their sole discretion think fit, was good. In *Dunne* v. *Byrne* [1912] A.C. 407, the gift was to a Roman Catholic Archbishop "to be used as he might judge most conducive to the good of religion in his diocese," and this was held void. In the latter case Lord MACNAGHTEN distinguished the phrase "most conducive to the good of religion" from "for religious purposes," a distinction which perhaps the average testator might consider too subtle for him. In *Re Bain*, HANWORTH, M.R., and LAWRENCE, L.J., no doubt desiring to follow the principle of validating the gift if it was possible to do so, drew a distinction between "for church purposes" and "for parochial purposes" to help out their decision, with the result, unfortunate or otherwise, that BENNETT, J., has held himself thereby bound to reject the parochial gift. The cases, however, are not easy to harmonise, and, in particular, if *Re Stratton* is right, it is difficult to avoid the implication that *Re Garrard* must be considered as over-ruled. Yet it was expressly applied by LAWRENCE, L.J., in *Re Bain*, see p. 234. RUSSELL, L.J., in his dissentient judgment doubted *Re Garrard*, citing *Re Davidson* [1909] 1 Ch. 567, in which FARWELL, L.J., distinguished *Re Garrard* "whether that case was rightly or wrongly decided." The ruling of Lord MACNAGHTEN in *Dunne* v. *Byrne*, that in considering the validity of a trust, no regard may be had to the office of the trustee, seems something of a stumbling block. Surely a vicar's position would indicate that such objects as a parish Derby sweepstake or dog racing club would be avoided, and there would be a reasonable inference that his office would in effect make him devote such a gift to charitable purposes. On this footing *Re Garrard* appears more consistent with the doctrines of the old Court of Chancery than either *Dunne* v. *Byrne* or *Re Bain*.

Breach of Promise and Good Health.

A BERLIN COURT has just decided a question which does not appear to have been the subject of any direct ruling in our books. A young couple had become engaged, and subsequently the girl developed a chronic cough. The man required her to undergo a medical examination, and, on her refusal, broke off the engagement. On her action for breach of promise, the court decided that he was justified and gave judgment in his favour. The general principles as to health in relation to a promise to marry are discussed in *Jefferson* v. *Paskell* [1915] 1 K.B. 37, where the defence was raised that the plaintiff, by reason of health, was unfit to marry. It was admitted that, on the day fixed for the wedding, the plaintiff was too ill to go through the ceremony, and the defendant believed that she continued to be unfit for marriage. The jury found, however, that within a reasonable time she was sufficiently recovered to take the step, and the Court of Appeal held that, in these circumstances, the defendant's *bonâ fide* belief to the contrary did not avail him. The issue was whether the plaintiff was suffering from consumption, and in the course of his judgment PICKFORD, L.J., observed (p. 73): "I think there may be tuberculosis existing to such an extent and of such a nature as to make the woman unfit for marriage, and therefore to afford a defence." Several varieties of case may be suggested. For example, one party may be in apparent good health at the time of the promise, but suffering from some latent disease rendering him or her either permanently or temporarily unfit to marry, or disease may develop after the promise. On the analogy of repudiation of a promise on discovery of bad character being justified, as in *Wharton* v. *Lewis* (1824), 1 C. & P. 529, deliberate concealment of a serious disease existing at the time of the promise might, perhaps, be placed on the same footing. Horses may be bought subject to passing the "vet.," but the courts have not considered a promise of marriage explicitly subject to a health test. There is an implied condition that each party must be fit to marry within a reasonable time after the promise, and an English Court might consider the difficult question whether a chronic cough was *primâ facie* evidence of unfitness. If so, the defendant in the Berlin case would presumably have succeeded here. Possibly one party to the promise might say to the other, "Although doctors may pronounce that you are now fit, I will not take the risk of marrying you if you have ever suffered from certain diseases." Even in these days young women do not say to acceptable suitors, "I will be yours, subject nevertheless to the application of a WASSERMAN test to you and medical report of a negative result thereof." These are times of maidenly sophistication, however, and this form of acceptance *nisi* may, perhaps, be commended for the consideration of débutantes.

Sparing the Rod.

IN A recent letter to *The Evening Standard*, "Protester" pleads for the abolition of the caning system in every school, and he refers to the case of a boy whose hand was severely cut when he raised it to protect himself. Controversy has raged round this caning question for many years without producing any very drastic reform, for the principle of delegation of parental authority, coupled with the inevitable necessity of administering corporal punishment to children in certain circumstances, forms too strong a case in favour of its retention. Let children in schools once know that they cannot, in any circumstances, be caned for their misdemeanours, and, generally speaking, discipline is at an end. The old argument about appealing to their better nature, or to their intellect, or whatever it may be described, may be successful in a few cases, but the majority of children appear to have both better nature and intellect underdeveloped. Serious injury, however, may be caused by excessive or injudicious caning on the hand, and much can be said, and undisputable confirming evidence produced, in favour of the abolition of that particular type of punishment. The place of the hand may be taken by, as has been described, that portion of the human anatomy designed by nature for the infliction of corporal punishment. In the case of *Gardner* v. *Bygrave* (1889), 53 J.P., 743, it was submitted by counsel that schoolmasters ought to make inquiry into the circumstances of the possible trade or occupation of the boy before caning on the hand. Such a punishment, he said, might seriously interfere with his occupation, and could just as well be inflicted elsewhere. To that worthy contention Mr. Justice MATHEW humourously remarked: "But suppose a sedentary occupation." The arguments for and against caning are, of course, precisely the same as those employed when dealing with more serious offences, more serious in degree, though often identical in principle, which are committed by criminal offenders. It matters not whether a man receives seven years' penal servitude or a schoolboy two hours' detention on a Saturday afternoon, whether twelve strokes of the "cat" be given to a man or two strokes of a cane to a schoolboy, the object in each case appears to be the same —to punish the offender, and to indicate to him as well as to others the undesirability of repeating the offence. The efficacy of the lash for certain classes of crime is well known, and it is often a little difficult to believe a boy who bravely says that he would rather have six "cuts," and get it over quickly, than spend his "half" in detention. "Spare the rod and spoil the child" is as applicable to-day as ever before, and it would be the height of legislative absurdity to prohibit entirely every form of corporal punishment.

Collusion in Divorce.

REPORTS from the Divorce Court indicate almost daily that the minds of the judges are much exercised as to collusive petitions for divorce, the success of which they are trying to prevent. This, perhaps, is not very surprising, for there is a firm public conviction that well-to-do people, who know how to set about it, can practically obtain divorce for the asking. It is also clear that the poor, especially those who have been deserted by their spouses, and who, of course, cannot afford the expensive service of private spies, have often very great difficulty in achieving the same end. Thus the contrast between those who so easily sever their bonds with an hotel bill, and the others with better cases whose fetters remain riveted, reflects credit neither on the Divorce Court nor on the law it administers. The judges are, therefore, increasingly watchful to check divorce by mutual consent, which indeed is as easy a dissolution of marriage as even Reno can provide. This kind of divorce is in almost every case now carried out by the wife's petition, founded on evidence collected by her legal advisers, or private detectives employed by them, after her husband has sent her an hotel bill as proof that he has stayed a night away from home with another woman. This evidence in the normal case is in proper order. There is an entry in the hotel reception book, in the husband's handwriting, that he has stayed there with his wife. The servants at the hotel testify, and, confronted by the petitioner, swear, no doubt truly in every case, that she was not the respondent's companion there. Forty years ago the inference of adultery would have been irresistible. It would still be irresistible, but for the obvious fact that the husband has gone to the hotel, not for the purpose which a court is almost bound to infer, but in order to force the judge to that particular conclusion. This is now practically regarded in certain circles as a gesture, an offering to the court of symbolised adultery, so to speak.

When a husband sends a bill of this kind to his wife, it is clear evidence that he desires divorce, since in doing so he still faces a certain amount of disgrace and a prospective order for permanent maintenance, depriving him of perhaps one-third of his income with no compensating advantage other than his freedom to re-marry. The petition following being also clear evidence that the wife desires divorce, an indispensable element of collusion exists, namely the mutual wish for freedom. This mutual wish, however, does not in itself establish collusion, for the wife may know nothing about the husband's movements or intentions until she receives the bill. Much better evidence of collusion, in fact, existed before the Act of 1923, in cases where the wife wrote the "restitution" letter, which was followed by the hotel bill. Probably nineteen out of twenty of these cases were divorces arranged between the parties, but they had the sense to negotiate behind the backs of their advisers, and leave nothing in writing, so the King's Proctor could adduce no evidence. Since the 1923 Act, divorce for a husband's adultery only is possible; the "restitution" letter is a thing of the past, and the proof of collusion is still more difficult.

It is perhaps not surprising that husbands, who find themselves driven to plead guilty to a serious moral offence in order to sever a union which has proved intolerable to both parties, fail to respect either the Divorce Court or the law it administers, and more than one has loudly boasted after the decree absolute that he worked or read or attended to his own business all the night at the hotel, and that he has therefore purposely deceived the court. In fact, a play was written round the theme that a respectable woman made a living by hiring herself out for the service of such husbands, on the understanding, of course, that no liberties were to be taken with her.

The judges have naturally reacted to the taunts against their court, though, it may be noted, no proceedings have ever been taken against any of those who have boasted of deceiving it. Mr. Justice HILL has used the phrase "bogus adultery" and the hotel bill cases are treated with increasing suspicion.

No doubt that suspicion is well-founded, and recently the President and Mr. Justice HILL have even taken the drastic step of refusing to accept the hotel bill as evidence of adultery in certain cases. It is quite clear, of course, that it cannot be made a universal rule to require better evidence, for there are still plenty of husbands of the kind portrayed in old farces like "Pink Dominos," or "A Night Out," who make excuse to their wives to stay away from home, ostensibly on business, but with the firm intention of spending a night with another woman. If the wife of such a man sets a watch on him and brings evidence of his unfaithfulness, even for the one night, the law now gives her the right to divorce, and she should have it. She should also have it even if the husband sends the hotel bill to her, unless there is demonstrable proof that there is an arrangement between the parties that he should do so. If there is no such proof, the court ought to assume that the letter is her first intimation of her husband's lapse.

There then remains the question whether the adultery is real or feigned, and on that issue it is submitted, with much respect to the High Court judges who administer the law, that in the present circumstances it is practically impossible to make the required discrimination. For a husband with intelligence sufficient to play this farce will at least have sufficient sense of stage management, so to speak, not to leave the bedroom as he found it, and the court and King's Proctor have the evidence weeks or months after, and cannot work on the spot like detectives after a murder. In fact, judges and King's Proctor are at a hopeless disadvantage.

A type of case to which the judges now appear to take strong exception is that of the wife who accepts the hotel bill, relating to an unknown woman companion, when her husband has had a permanent intrigue with a woman she can name if she chooses. In such case the wife may perhaps, from good nature or difficulty of proof as to the real mistress, accept the hotel bill as sufficient. This now would appear to be insufficient as far as the Court is concerned and she is required (at the expense of her husband) to institute further inquiries with the object of naming the woman. There will no doubt be many cases where this may involve a wife in expense which she has no hope of recovering from a worthless husband.

Mr. Justice HILL, it may be observed, now requires if possible that the name of the woman at the hotel be disclosed. No doubt the learned judge has from his experience of the case as it now stands ample justification for this step, though to many persons inexperienced in these matters there does not appear to be any difference between adultery with one woman and another nor to matter whether one be named and the other not. If it comes to be generally understood amongst the class of people who obtain collusive divorces that a name is required no doubt one will be furnished, but it is hardly likely to be that of any woman whom the husband wishes to shield, for the difficulty of finding a woman willing that her name be disclosed and published as the hotel visitor would greatly exceed that when the name remained concealed. It might even be possible for a husband to pay a woman to lend her name. The only chance of such a deception being discovered would be for the King's Proctor, if he could, to arrange for the confrontation of the woman named with the hotel servants, a meeting which he would have no legal power to compel, save perhaps indirectly by subpœna, which would not procure him very willing evidence. If the husband and the woman both admitted the offence it would certainly be a difficult task for the King's Proctor to prove that they falsely testified against their own and each other's moral character. And probably the hotel servants, well tipped by the husband, and perhaps with the prospect of more after the decree absolute, would not be too ready to assist the law in withholding the freedom so carefully plotted.

Mr. Justice Hill lately made the observation from the Bench that, in attempting to administer the present divorce law with common sense, he was always running his head against a brick wall. The obvious deduction from the hopelessness of detecting collusion in the cases of intelligent couples who desire their freedom, know the weakness of the law, and when the husband can afford to go through the hotel farce without damaging himself financially or socially, is that the law is at fault and should be altered. For it is clearly very wrong that a man should be driven to the conclusion that he can only make his future life tolerable, either by committing adultery, or by forcing a court by a transparent artifice to believe he has done so.

Company Law and Practice.

XXVIII.

The Greene Committee, in its report, referred to articles which provide that the office of director or manager may be assigned at the will of the holder, and questioned the legality of such a provision, at any rate in the case of directors. It does not appear that there have been any decisions on the point, but it is submitted that in view of the statutory obligations cast on the directors, such office could not properly be assigned. In the case of a manager the position is not the same, and, though a contract to serve as manager would in the ordinary way be a contract of personal service and thus not assignable, yet there can be no objection in law to making one of the terms of such a contract a term permitting it to be assigned. The Committee roundly condemned such articles, and expressed the view that the practice was a most undesirable one; adding that when such a provision is in force the company is deprived of all effective control over its directors and managers, and the holder of the office is in a position to force upon the company for his own profit any person, whether suitable or not, who is willing to pay the price. This statement is a somewhat wide one, for it seems doubtful whether the holder could obtain the assistance of the court to force upon the company any person, whether suitable or not. Furthermore, such an article was frequently not made applicable to all the directorships, but only to one, and the company was left with a free hand with regard to the other directorships.

In pursuance of the Committee's recommendation, s. 151 of the Companies Act, 1929, provides that if, in the case of any company, provision is made by the articles or by any agreement entered into between any person and the company for empowering a director or manager of the company to assign his office as such to another person, any assignment of office made in pursuance of such provision shall be of no effect unless and until approved by a special resolution of the company. It may be observed that the section includes the case where the provision is made by an agreement between any person and the company, thus going further than the Committee, which only mentioned articles; a managerial agreement, however, might have contained provisions just as obnoxious from the point of view of the Company. In view of this section, it will, in every case where a change is desired by the company and the contemplating assignor under such a provision, usually be simpler to enter into a new contract with the intended assignee, as the necessity for a resolution will thus, in the majority of cases, be avoided.

There is one case which is of comparatively frequent occurrence (especially in the case of family businesses which have been converted into limited companies, whether public or private) and that is where a particular person is, by the articles, given power to nominate a governing director or some other officer, which power is frequently exercisable, and exercised, by will. Where the nominator occupies the same office himself, can it be said that, where exercised, this is an assignment of office in pursuance of such a provision as is in the section mentioned? If care be exercised in the drafting of the article and the wording of the nomination it would seem not, and indeed, the nomination in the form in which it is commonly made seems to be unobjectionable *quoad* the section, but it is obvious that a word of warning should be issued, for it is not impossible to visualise circumstances under which some transaction of this nature might be held to be a contravention of the section. A simple nomination, by a person who is given power by the articles to nominate does, where the nominator occupies the office in the company to which the nominee is being nominated and vacates such office at the moment of time when the nomination takes effect, have the effect of putting the nominee in the saddle in the place of his nominator, but it is difficult to say that this is therefore an assignment within the meaning of the section. The Committee had in mind the consideration which passed on such assignment, but there is nothing in the section to restrict its operation to assignments for valuable consideration, and so the fact that an appointment contained in a will was voluntary does not appear to be of assistance in upholding the validity of such appointments.

Directorships are frequently the subject of nomination by will, especially if they be directorships involving any pre-eminence in the company, or a measure of control, but they are perhaps not so frequently assigned. On the other hand, in certain classes of business, it has in the past been found extremely convenient by some companies to appoint persons, or, quite often, companies incorporated under the Companies Acts, to be managers of the business of the appointing company, or of a particular part thereof, and to give the managers liberty to assign their office. As indicated above, any assignment made in pursuance of such liberty of the office of manager was probably valid (though the putting into effect as against a refusing company of such an assignment might not always have been easy), but the question has never arisen owing, no doubt, to the acceptance by the company of the new managers, and a consequent novation of the managerial contract. In the future, it will be necessary in such a case to obtain the consent of the company expressed by a special resolution.

(*To be continued.*)

A Conveyancer's Diary.

Release of Powers of Appointment.

The recent case of *Re Mills: Mills* v. *Lawrence* [1930] 1 Ch. 440 and on appeal (1930), W.N. 94), calls attention to the law with regard to the release of powers of appointment and as to the kind of powers which, being coupled with a duty, are regarded as in the nature of trusts, and therefore incapable of release.

The facts in that case were in some respects unusual. A testator by his will directed the income of his net residuary estate to be accumulated for a period of twenty-one years from his death and, subject to certain trusts in favour of an infant grandson and his issue, which failed owing to the death of the grandson, declared that the trust fund and all statutory accumulations were to be held upon such trusts for the benefit of all or any one of the children and remoter issue of the testator's father, who in the opinion of the testator's brother, one of the two trustees of the will, should evidence an ability and desire to maintain the family fortune by replacing the sums of which it had been depleted by death duties and other taxation, as the testator's brother should by any deed revocable or irrevocable appoint, and in default of such appointment in trust for the brother absolutely.

Eve, J., held that the power was one coupled with a duty, namely, to select from the class named a person likely to continue the process of accumulation and thereby to restore the family fortune, and as such was incapable of release. The

Court of Appeal reversed that decision, holding that the power was not coupled with a duty, but was appendent or appurtenant to the donee's interest and could be released.

Before 1882 a power which was simply collateral, the donee having no interest in the estate, could not be released, and it was at one time considered that a power coupled with an interest could not be released, but that doubt was finally set at rest by the decision in *Smith* v. *Houlbon* (1859) 36 Beav. 482, where it was held that a father, having a life interest in a fund and a power of appointment amongst his children to take effect after his death, could release his power, although by doing so he benefited himself as the personal representative of a son who had died intestate.

A power reserved by a grantor for his own benefit, whether he reserves any interest in the land or not (e.g., a power of revocation), was always capable of release.

By the Conveyancing Act, 1881, s. 52 (1), it is provided that "A person to whom any power, whether coupled with an interest or not, is given, may, by deed, release or contract not to exercise the power." That provision is repeated in the L.P.A., s. 155.

The section in terms applies to all powers without excepting those which are coupled with a trust or duty, but, as we shall see, the section does not extend to such powers.

With regard to a power which may be released (that is, a power not coupled with a trust or duty), a covenant or agreement not to execute the power will operate as a release in equity.

In *Re Evered* [1910] 2 Ch. 147, a lady had, under her marriage settlement, a testamentary power of appointment over a fund among her children and issue, and in default of appointment the fund was to be divided after the death of the survivor of the husband and wife among her children equally. In exercise of her power of appointment, she appointed by her will a sum of £60,000 to be divided between her six sons and settled upon them and their children and the residue to be divided into sevenths and settled upon her six sons and her daughter and their children. By deed executed after the will the lady covenanted with her three sons not to exercise her testamentary power of appointment in such a way as to reduce their respective shares in the fund below £7,000 apiece. It was held that the fetter imposed by the covenants involved the consequence that each of her seven children should receive £7,000 absolutely as in default of appointment, and that the appointment operated only over the balance of the fund after deducting £49,000.

Whilst a donee of a power may by covenant debar himself from exercising the power or place upon himself some restriction preventing him from exercising it to the full extent, he cannot by covenant bind himself to exercise the power in a particular way or to not less than a named extent.

Thus, in *Re Cooke* [1922] 1 Ch. 292, a donee of a special testamentary power of appointment covenanted by deed to appoint to her son out of a trust fund not less than £4,000, and not to revoke that appointment. There was no covenant to leave unappointed such part of the trust fund as would, together with any sum actually appointed, make up the covenanted sum. The donee of the power executed a will by which she appointed to her son a sum of more than £4,000, and afterwards executed a fresh will by which all former wills were revoked, and thereby appointed to her son a sum of less than £4,000.

It was held that the covenant to appoint not less than £4,000 was not a fetter on the power of appointment which prevented the donee of the power from afterwards exercising it so as to defeat the covenants; and that the covenant to appoint in a particular way was void, and that the covenant not to revoke the appointment, though negative in form, was in substance and in fact a covenant not to exercise the power in a particular way and was also void.

With regard to these two cases it will be noticed that in *Re Evered* the benefits secured to the three sons by virtue of the covenant flowed from the trusts in default of appointment declared by the donor of the power, whilst in *Re Cooke* there was a bargain between the donee of the power and one of the objects that the former would exercise the power in a particular way, not merely to refrain from exercising it wholly or in part and to leave the trusts in default of appointment to take effect.

Turning now to powers coupled with a trust or duty, it has been held both before and since the Conveyancing Act, 1881, that such powers cannot be released. See *Weller* v. *Ker* (1866), L.R. 1, H.L. Sc. 11; *Saul* v. *Pattinson* (1886), 55 L.J. Ch. 831; *Re Eyre* (1883), 49 L.T. 259.

In the last-named case a testator devised and bequeathed his residuary estate to two trustees upon trust for sale and conversion, and directed that his trustees should hold one moiety in trust for such persons in such shares and generally in such manner as the trustees should appoint, and in default of appointment in trust for all the testator's children equally. The testator stated that his reason for giving such general power of appointment to the trustees was that he had the fullest confidence in them that they would do what was right and proper, and that they would dispose of the property justly and fairly as they thought it ought to be disposed of and divided by the testator. After the testator's death one of the trustees executed a deed poll whereby he absolutely and for ever released the moiety subject to the power to the intent that thereafter such moiety might go and be held upon the trusts of the said will declared in default of appointment.

Kay, J., held that the power which the trustees had was a power coupled with a duty, and remained notwithstanding the deed poll purporting to release it. In the course of his judgment the learned judge said: "A trustee who has a power coupled with a duty is, I conceive, bound so long as he remains a trustee to preserve that power and to exercise his discretion as circumstances arise from time to time, whether the power should be used or not, and he can no more, by his own voluntary act, destroy a power of that kind than he can voluntarily put an end to or destroy any other trust that may be committed to him."

That case is an example of a purely collateral power, neither of the trustees having any interest in the property which was the subject of the power, whilst *Re Mills* was a case where the donee of the power had an interest and was absolutely entitled subject only to any appointment which he might make; but if the view taken by Eve, J., that there was a duty in the nature of a trust imposed on the donee had been correct, the same principle would have applied. The Court of Appeal, however, found that on the construction of the will in the latter case there was not any such duty, and therefore the power could be released.

Landlord and Tenant Notebook.

Merger and Intention.

At common law, when term and reversion become vested in the same person, the former comes to an end. The proposition is a corollary to the notion of a lease as a grant of a smaller estate than the grantor possesses. But equity, being opposed to the extinction of interests, qualified the doctrine of merger by reference to the intentions of the parties concerned. As early as the seventeenth century, recognition of an "accidental" merger was refused and conveyances decreed accordingly (*Saunders* v. *Bournford* (1679) Finch 424). The L.P.A., 1925, s. 185, replacing the Judicature Act, 1873, s. 25, specifically provides that the rule of equity shall prevail.

Questions of intention frequently give rise to difficulties in the matter of relevancy of evidence. In the present century the materials on which a finding can be based have been discussed in a number of decisions.

Ingle v. *Vaughan* [1900] 2 Ch. 368, was an action for specific performance of an agreement for a ninety-nine years' lease, brought by the executor of a second tenant for life against the remainderman. The deceased, pursuant to the agreement made with the first life tenant, had built a house at the cost of £1,500. The annual rent reserved was £9. The first life tenant had died soon after the house was ready, without executing any lease. The defendant contended that the term or right to it then merged. It was held that merger had not been intended. The principle of looking to the benefit was applied: "Knowing that he might become tenant for life in possession, he expended that amount without expressing any intention as to what should happen to his leasehold interest when he came into possession. It was, however, clearly for his benefit that the interest should not merge."

Financial considerations were also weighed in *Thelluson* v. *Liddard* [1900] 2 Ch. 635; so was the intrinsic evidence of the deeds which brought about the coalescence; but most weight was attached to subsequent dealings with the estate or estates. Property held on a long lease had been mortgaged by way of sub-demise by the tenant to the landlord. The tenant later conveyed the residue of his term to the landlord, who covenanted to indemnify him both as regards lease and mortgage. Next, the landlord sold to the tenant "subject to and with the benefit of" the lease. The old tenant sold to the plaintiffs, the conveyance being similarly qualified. Lastly, the old landlord-mortgagee purported to convey the property by way of mortgage to the defendant, who had no notice of the plaintiffs' title. It was held that the conveyance of the residue showed an intention of keeping the lease alive; otherwise there was no point in the covenants for indemnity. And the subsequent dealings were conclusive.

The substantive law followed in the two cases mentioned was approved by the Court of Appeal in *Capital & Counties Bank Ltd.* v. *Rhodes* [1903] 1 Ch. 631, C.A., and the conclusion of fact was based partly upon interest and partly on qualifications in conveyances of the property. The tenant had not only purchased the reversion "subject to and with the benefit of the lease"; in order to finance the transaction, he had borrowed part of the purchase-money from the bank on the security of the rent of £100 per annum. It was the "intention of both parties that the bank should have a security in the unencumbered freehold reversion, subject to the lease. That was the real bargain, and it was plainly to the interest of the bank."

In the above case the two transactions referred to took place on the same day; in *Lea* v. *Thursby* [1904] 2 Ch. 57, it was suggested that subsequent dealings (such as had been taken into consideration in *Thelluson* v. *Liddard*, *supra*), should not be looked at. The tenant had mortgaged his term and had then bought the property subject to and with the benefit of the lease. Five years later he sold it, taking from the purchaser a longer lease expressed to be subject to the old one (the term of which had not yet expired). On his subsequent bankruptcy, the holders of the mortgage declined to consider a vesting order and contended that the lease had merged. The last-mentioned conveyance was held to be relevant if not conclusive evidence of what had been the intention five years' previously; but some importance was attached to the tenant's interest at that time, and to his action in charging the term.

That difficulties may still be met with in ascertaining intention is demonstrated by *Re Fletcher; Reading* v. *Fletcher* [1917] 1 Ch. 339, C.A., in which the decision of the court of first instance was reversed. Executors of assignees of a term had conveyed it, with other leaseholds, to beneficiaries, who happened to be the freeholders. The parties were not such as would be likely to appreciate the law on the subject. Nine months later reversion and term were separately mortgaged. In the court below, it was held that these mortgages were irrelevant to the issue of intention, as there was nothing to show any interest or duty to keep the term alive at the date of coalescence (as in *Lea* v. *Thursby*, *supra*); but the Court of Appeal held that the time at which declarations showing intention were made affected weight only, and not admissibility.

Our County Court Letter.

THE JURISDICTION OF CLUB COMMITTEES.

The above subject was recently considered in *Dingle* v. *Buckingham and Others* at Cardiff County Court, where the plaintiff claimed a declaration, an injunction and £5 damages for wrongful suspension. The defendants were members of the committee of the Canton Conservative Club, and had suspended the plaintiff after his election as secretary of the Canton Conservative Sick and Yearly Dividing Club, which was run in conjunction with the main club. The members of the latter had resolved, in 1923, to inaugurate a sick fund, which was a self-controlled body under the auspices of the parent club. The secretary of the fund had resigned in 1925 on being appointed general secretary of the club, and the plaintiff had then been secretary of the fund until January, 1930. At the half-yearly meeting of the club, in October, 1929, a discussion took place as to whether the secretary of the club should also be secretary of the fund, but the question was adjourned pending the meeting of the sick fund last January. The club committee then exhibited a notice, stating that the secretary of the club was to be secretary of the fund, without expense to the latter, and the secretary of the club informed the plaintiff that he was suspended—pending the delivery-up of the money and books. The defendant's case was that the sick fund was quite a separate entity, although it would not exist apart from the club, but the general feeling had been opposed to the amalgamation of the two offices. His Honour Deputy Judge Hugh Jones, K.C., held that the sick fund was part of and incidental to the club, and was subject to the rules of the main body. Judgment was therefore given for the defendants, who applied for costs on Scale C, but his honour refused the application in order not to cause further exasperation in a domestic quarrel.

The procedure for club committees in such cases was laid down in *Lamberton* v. *Thorpe and Others* (1929), 45 T.L.R. 420, in which the plaintiff claimed (1) a declaration that he was still a member of the Kensington Rotary Club, and that his purported expulsion was void, (2) an injunction to restrain the defendants, as president and officers, from acting on the resolution of expulsion. The plaintiff was an ex-secretary of the club, and had had a misunderstanding with the chairman of a committee, but this was to have been settled on the basis of mutual apologies. A further question arose as to who should be the first to apologise, and the plaintiff was eventually expelled for failure to conduct himself in accordance with the principles of rotary. Mr. Justice Luxmoore observed that the plaintiff had not appealed against the resolution, and had not issued his writ until six months afterwards. The court had a limited jurisdiction to intervene, and the relevant questions were whether (*a*) the rules had been followed, (*b*) the plaintiff had had a fair hearing, and (*c*) the committee had acted in good faith. As the council had acted properly, the answers to the above questions were in the affirmative, and judgment was given for the defendants, with costs.

The position of a club within a club (as in the first-named case, *supra*) had previously been considered in *Cole and Another* v. *Merton Park (Wimbledon) Golf Club Limited* (1927), 43 T.L.R. 400. The plaintiffs were the captain and secretary of the women's section of a club owned by the defendants, and a declaration was sought that a resolution passed at an extraordinary general meeting of the club was invalid. The meeting had been convened without notice to any woman member, and the resolution was to the effect that the provisions for the election of a women's committee be deleted

from the rules. Mr. Justice Branson observed that, under the articles of association, every member of the club held at least two shares in the company, and the rules of the club must, therefore, be construed with due regard to the memorandum and articles. The plaintiff's case was that a woman was a full member, with the right to vote on the election of a committee, and to attend annual and extraordinary general meetings. It appeared from the rules, however, that a distinction was intended between a full member, with a voice in the management, and a woman member, whose privileges were restricted. This view had always been accepted, during the seven years of the club's existence—the result being that the resolution was valid and the defendants were entitled to judgment, with costs.

Practice Notes.

JOY RIDES BY GARAGE EMPLOYEES.

THE question of liability for accidents in a "borrowed" car was considered in the recent case of *Paveley* v. *Park Garage (Aston) Limited*, at Birmingham County Court, in which the claim was for £19 11s. 9d., as money received by the defendants to the use of the plaintiff. The defendants had taken the plaintiff's car into their garage, but one of their employees had opened the garage after dark, and had taken the plaintiff's car on a joy ride, during which the car was damaged. The defendants executed repairs to the above amount, which the plaintiff paid under protest, as he contended that the defendants were responsible for the wrongful act of their servant. The above sum was therefore claimed alternatively as damages for (*a*) wrongful detention of, and (*b*) refusal to deliver, the plaintiff's car. His Honour Judge Ruegg, K.C., observed that the plaintiff was in the habit of putting his car in the garage, and the defendants were obliged to take reasonable care of it. The youth who had damaged the plaintiff's car had entered a side door of the garage, which he had no right to do after it was closed, and a master was responsible for a servant only when he might be said to be on his master's work. The master was not responsible when the servant was doing something which he should not be doing, and on the above facts the youth was doing something entirely for himself. Judgment was therefore given for the defendants, with costs, and leave to appeal was refused.

LIEN FOR GARAGE CHARGES.

THE extent of the above was considered in the recent case of *Paskell* v. *Wells and Mayner, Limited*, at Birmingham County Court, in which the plaintiff claimed delivery of a motor car and damages for its detention. The car was in fact delivered up before the hearing, with a payment of 5s. as damages, but the defendants counter-claimed £44 2s. for storage and advertisements. After garaging the car for thirteen months, the defendants had advertised for the owner to remove the car, in default of which it would be sold to defray expenses. The plaintiff duly claimed the car in response to the advertisement, and the defendants gave up the car without prejudice to their lien. Their case was that the car had probably been garaged by an employee of the plaintiff, and had then been forgotten, as the defendants had had no notice from the police that the car was missing. Evidence was called for the plaintiff, however, that the police gave the defendants a notice respecting the car, about four months after it was taken to the garage. His Honour Judge Ruegg, K.C., observed that there was no purpose in police notices, unless owners of garages read the notices and made a search for missing cars, and, as the defendants had been careless, there would be judgment for the plaintiff on the counter-claim with costs.

Reviews.

A Treatise on Wills. By THOMAS JARMAN. Seventh Edition. By CHARLES PERCY SANGER, of Lincoln's Inn, Barrister-at-law, assisted by IRENE COOPER WILLIS, of the Inner Temple, Barrister-at-law. In three Volumes. Volume I, pp. cccxxx and 1 to 595; Volume II, pp. 597 to 1524; Volume III, pp. 1525 (with Index) to 2266. London: Sweet and Maxwell Limited. £5 10s. net.

One cannot lay down this book after even a cursory perusal without having realised what a great loss the profession has sustained by the death of Mr. Sanger, whose learning and industry are displayed in almost every page of it. Fortunately the learned editor was able to finish his editorial labours. It is a sad reflection that he did not live to know how highly those labours are appreciated, and the result of them valued by his colleagues at the bar and the profession generally.

It is twenty years since the last edition of "Jarman" was published and in the meantime such extensive alterations have been made in the law, especially that relating to land, that the labours of the editor of a new edition have been very heavy, and a substantial revision of the text has been necessary.

It is impossible in a short review to do more than indicate some of the important new matter which the editor has introduced. We naturally turn to look for changes effected in the text consequent upon the 1925 legislation. The new law with regard to undivided shares is concisely stated at the commencement of Chapter XLIV. Evidently the learned editor did not look upon the decision in *Re Price* with favour, but that decision has been followed and is not likely to be overruled, and, as is suggested in a footnote, the statement in the text requires some modification. The provisions of the Law of Property Act, 1925, as affecting estates tail are discussed in Chapter XLVII. The alterations made in connexion with these estates are summarised, and the effect of the abolition of the rule in *Shelley's Case* is dealt with. In the chapter devoted to administration of estates, the order of administration now to be observed, both in solvent and insolvent estates, is stated, and the alterations made by the Administration of Estates Act, 1925, remarked upon, and there is a useful table contrasting the order in solvent estates laid down by the Act with that which applies in the case of deaths before 1926. The decisions in *Re Lamb*, *Re Petty* and *Re Atkinson* are observed upon, but the book was published before that in *Re Kempthorne*, where the correctness of the decision in *Re Lamb* was doubted. Throughout the volumes care has been taken to call attention to changes which have or may prove to have been made in the law relating, directly or indirectly, to wills as a consequence of recent legislation, and there are many invaluable expressions of opinion on points which remain in doubt.

We observe that Mr. Sanger commits himself to the statement (vol. II, p. 1209) that the rule in *Howe* v. *Lord Dartmouth* does not now apply to leaseholds, and cites *Re Brooker* in support of it. That is the only expression of opinion in the volumes which we have so far noticed with which we are inclined to disagree.

One great advantage in this work is that Mr. Sanger is always clear, we are left in no doubt about his meaning, and he had a concise incisive style which is in interesting contrast to the expansive manner of expression which Mr. Jarman, writing in more leisurely times, permitted himself to use.

The new chapter on Income Tax and Death Duties is a welcome and useful addition to the work.

The somewhat thankless task of compiling the Table of Cases and Index for which, we are told, Miss Cooper-Willis is responsible, seems to have been well done.

The work now appears in three volumes, which is, we think, a more convenient form for a book of this size than that of the old two-volume edition.

Altogether this edition is worthy of its predecessors and will take its place amongst that select class of text-books which are almost a necessity in practice and can be quoted with confidence in court.

POINTS IN PRACTICE.

Questions from Registered Annual Subscribers only are answered, and without charge, on the understanding that neither the Proprietors nor the Editor, nor any member of the Staff, is responsible for the correctness of the replies given or for any steps taken in consequence thereof. All questions must be typewritten (in duplicate), addressed to The Assistant Editor, 29, Breams Buildings, E.C.4, and contain the name and address of the Subscriber. In matters of urgency answers will be forwarded by post if a stamped addressed envelope is enclosed.

Trustees—*cestui que* Trust—Adjudged Bankrupt Abroad.

Q. 1901. Our clients are trustees of a settlement of personal property which has now become divisible amongst the beneficiaries. One of these, who has been farming in British South Africa, is at present in England, having come here on account of the recent death of his father; but it is his intention to return to South Africa. He has informed one of the trustees that he has not been able to pay his debts there, and so has been made a bankrupt, or otherwise become subject to the law dealing with the estates of insolvents there. He can give no precise information and has no documents in his possession with regard to the above. In these circumstances, are the trustees justified in paying to him his share of the settlment moneys or are they liable to account for same to the trustee or syndic in the bankruptcy? What is the proper course for the trustees to take in the circumstances?

A. The trustees having been informed of the bankruptcy or insolvency have no right to pay the *cestui que* trust. The trustee or curator in the country of domicile has the right to the insolvent's share. The trustees should make enquiries. They can probably obtain information as to the proper court to which to write from the Dominion representative in London. If the place of residence is in the Union of South Africa, write to the Agent-General, British South Africa, Trafalgar Square, W.C.2.

Statutory Tenant—Sub-Lease Contrary to Covenant.

Q. 1902. In 1919 A.B. let an inn to a firm of brewers, and the agreement for tenancy contained a clause prohibiting assignment or under-letting without the landlords' written consent first obtained. In 1928 the landlords gave notice to quit to the brewers, terminating the tenancy at Midsummer, 1929. The brewers claimed that the inn was subject to the Rent Acts, and as this was undoubtedly the case, they remained in occupation as statutory tenants. In October, 1929, the brewers, without any application to the landlords, let the property to a tenant. At Christmas 1929, the rent collector for A.B. received a quarter's rent from the brewers, and gave a receipt for it, without any knowledge of the transfer of the tenancy. A.B. now contends that the transfer of the tenancy without consent, constitutes a forfeiture and proposes to bring an action for possession. Will you please advise on the position of the parties. It is suggested that the decision in *Brewer* v. *Jacobs* (1923), 67 Sol. J. 458, shows that neither the brewers nor the present tenant can obtain relief against the forfeiture caused by the transfer of the tenancy; and that as the brewers were only statutory tenants, they must find in the Rent Acts some provision making the receipt of rent a waiver of the forfeiture clearly resulting from the Act of 1923, s. 4 (*h*), and it is submittd there is no such provision.

A. The receipt of rent is only a waiver if accepted with knowledge of ground of forfeiture. The sub-letting is a ground for an order for possession being given (see *Roe* v. *Russell* [1928] 2 K.B. 117, and particularly the closing sentences of judgment of Sargant, L.J.).

Liability for Fallen Tree.

Q. 1903. During the gale some weeks ago a tree standing at the edge of a field adjoining a highway was blown down falling into the field. The roots were torn up and several of them projected for a short distance over the footpath at the side of the road about shoulder height. No attempt has been made by either the owner of the field or the highway authority to cut off these roots, which would be quite a simple matter. The road is very dark at that particular point, and several pedestrians walking along the footpath, not noticing the roots, have collided with them, one of them suffering a severe gash in the face and the loss of his glasses. It is not known whether the owner of the field had his attention called to the matter before the accident or not. This has, however, been done since, but his solicitors repudiate any liability.

(1) Has the injured person any remedy?

(2) If so, against whom? Please quote the authorities.

A. The above facts are distinguishable from cases in which injury was caused by the actual falling of the tree, as in *Mackie* v. *Western District Committee of Dumbartonshire C.C.* (1927), 71 Sol. J. 710, in which the highway authority were held liable. In the present case there is more evidence, both of negligence and of nuisance, against the owner of the field, and against the highway authority, neither of whom has taken any steps after ample notice. The injuries in the present case are not due to a sudden and unexpected event, but are caused by the failure or omission to remedy a danger known to exist, which forms a concealed trap after dark.

(1) The injured person therefore has a remedy.

(2) This will be against the highway authority, on the authority of the above case, but the facts also disclose a case of nuisance against the owner of the field, who cannot escape liability under *Noble* v. *Harrison* (1926), 70 Sol. J. 691, where the tree did not obstruct the highway before the accident.

Party Drain—Liability of One Party to Share Costs of Repair.

Q. 1904. A client of ours, A, is the owner of a freehold house and has recently had some trouble with a drain. He instructed his builder to do the necessary work, and the builder then informed him that the drain was a party one serving the adjoining house. A communicated with B on the matter, but an estimate was not submitted to him, although he called once or twice and inspected the work during its progress. The cost of carrying out the work is £11 9s., and A has asked B to contribute his halt share of this amount, which B refuses and says that he is under no legal obligation to share the expense. There is no reference in the deeds to the question of the drains or the expenses. We have referred to "Gale on Easements" and other books, but can find no reference to the point, and we shall be obliged by your informing us whether you are of opinion that there is any right of contribution by B and if A has any right of action. If you can refer us to any authorities we shall be glad. The point is of importance to A, as he believes there is another party drain which will shortly require attention and on which the expenditure is likely to be considerable.

A. Unless the acts of B after A's communication with him can be construed as amounting to an implied promise to share the costs (purely a question of fact for county court judge), B is under no liability in law. On another occasion A would be wise either to get a definite agreement from B or to put the matter in the hands of the local authority, who, if Pt. III of the Public Health Act, 1890, is in force, can proceed under s. 19 of that Act.

Land Tax—Redemption—Consequential Encumbrance.

Q. 1905. In 1817 A contracted with the Land Tax Commissioners to redeem the tax on property of which he was not owner, tenant or occupier. In the following year the contract

of redemption was registered and the property was thereby exonerated from the tax. Was the certificate of redemption sufficient to impose in A's favour a charge in lieu of the tax on the property for payment of the annual amount of the land tax? This charge is paid by the tenant of C, the proprietor or owner of the property since before 1817 and B, the successor of A under several wills, offers to sell the charge to C for a number of years' purchase. Is B's title in order, or is C correct in requiring authority for the charge by instrument of imposition separate from the land tax redemption certificate? Reference to a precedent for transferring the charge will be appreciated.

A. By s. 123 of the Land Tax Redemption Act, 1802 (repealed by Finance Act, 1896), the mere redemption of tax by any person "having any estate or interest (other than estate of inheritance)" in the land was sufficient to give him a charge of an amount equal to the tax redeemed. Having regard to the payment through all these years, it is considered that A must be deemed to have had an estate or interest in the land sufficient to give him a charge (if redeemed at the present time he would require a certificate of charge), and that his successor in title can make a good title subject to the provisions of the Land Charges, &c., Act, 1888, s. 13, now replaced by the Act of 1925, if there has been a transfer of charge by act *inter vivos*. Any form of release of a perpetual rent-charge, or of conveyance of a rent-charge, can be used. If there is a conveyance and not a release the charge must be registered.

Restrictive Covenant by Vendor AS TO LAND RETAINED—SUBSEQUENT SALE OF LAND—PROCEDURE.

Q. 1906. A was the owner of some land which he cut up into plots. He first sold about one-third of the estate in one plot and in the conveyance to the purchaser covenanted that he would not at any time erect or permit to be erected on the land retained by him any petrol pump. This restriction was registered by the purchaser against the vendor. Later on the vendor sold further plots and in each conveyance to the purchaser it recited that the vendor was seised of the land being sold free from incumbrances and imposed a restrictive covenant on the land that purchaser should not at any time thereafter erect a petrol pump. This covenant was registered against the purchaser. We shall be glad of your opinion as to whether this procedure was correct or any comments you have to make upon it. Would it have been more correct, instead of imposing a restrictive covenant upon the land and making the purchaser covenant to observe it, to have referred to the existing restrictive covenant which had been registered against the vendor by the first purchaser and take a covenant of indemnity from subsequent purchasers? Does it really matter which way it is done?

A. The proper course would have been to have recited in the subsequent conveyances that the vendor was seised subject to the restrictive covenant and conveyed subject to such covenant, referring to the first conveyance by which it was imposed, and the subsequent purchasers should have entered into the usual covenant to observe and indemnify. The fact that the vendor's restrictive covenant was *not* mentioned does not affect the right of the first purchaser to obtain an injunction against subsequent purchasers for breach of the covenant, as registration was notice of it.

Charitable Trusts—LEGAL ESTATE.

Q. 1907. In 1918 freehold property, used as the premises of an Institution, was conveyed subject to a mortgage to seven trustees as trustees in fee simple, upon the trusts of an agreement therein referred to, and the conveyance was enrolled. All the trustees are alive, and we desire to know in whom the legal estate is vested.

A. We think that the legal estate in the fee simple is vested in the trustees, subject to the mortgage debt and the term created by Pt. VII of Sched. I of L.P.A., 1925 (see S.L.A., 1925, s. 29 (1)). For the purposes of this reply, it has been assumed that the trusts are charitable, ecclesiastical or public.

Notes of Cases.

Court of Appeal.

Rex *v.* **Minister of Health; *ex parte* Yaffe.**

Scrutton, Greer and Slesser, L.JJ. 10th April.

CONSTITUTIONAL LAW—HOUSING SCHEME—ORDER OF MINISTER OF HEALTH—STATUTORY EFFECT—*Ultra Vires*—CONDITION PRECEDENT—JURISDICTION OF THE COURT—HOUSING ACT, 1925 (15 Geo. V, c. 14), s. 40 (5).

Appeal from an order of the Divisional Court, discharging a rule *nisi* to quash an order of the Minister of Health confirming an improvement scheme, under s. 40 (5) of the Housing Act, 1925 (74 SOL. J. 58).

The rule *nisi* was granted on the 26th of March, 1929, at the instance of Abraham Yaffe, an estate agent, calling on the Minister of Health and the Liverpool Corporation to show cause why an order of the Minister, dated the 23rd November, 1928, confirming an improvement scheme, known as the Liverpool (Queen Anne-street) Improvement Scheme, 1928, should not be quashed. It was contended that the Minister had no jurisdiction to make the order for the reason that the scheme as submitted to him was not an improvement scheme within Pt. II of the Housing Act, 1925; and, further, that the local inquiry which the Minister caused to be held in May, 1928, was void because there was then no improvement scheme within the meaning of the Housing Act, 1925, to be inquired into, because the scheme before him contained no concrete proposals for the development of the land within the Queen Anne-street area after acquisition by the Liverpool Corporation. It did not provide for the re-arrangement or reconstruction of any of the streets and houses in the area. It provided that land within the area might be sold, leased, or otherwise disposed of as the council might think fit, and the estimates which accompanied the scheme were insufficient. The question was whether the effect of s. 40 (5) of the Housing Act, 1925, that "the order of the Minister when made shall have effect as if enacted in this Act" was to preclude the court from considering whether or not the order was one which the Minister had power to make. The applicant contended that s. 40 (5) applied only to orders which, under the Act, the Minister had jurisdiction to make, and that he had no jurisdiction to confirm such a scheme as the present one. The Divisional Court (by a majority, Swift, J., dissenting) held that in the light of the decision in *Rex* v. *Minister of Health; ex parte Davis* [1929] 1 K.B. 619, the result of the legislation was that so long as no order had been made by the Minister the courts could prohibit him from proceeding with an order for confirming a scheme which was *ultra vires*, but once a confirming order was made it had statutory authority and no question of *ultra vires* could be raised in a court of law. The applicant appealed.

SCRUTTON, L.J., in the course of his judgment, said that the Act enabled a Minister to take away the property of individuals without compensation on certain well-defined conditions. Those conditions must be strictly complied with. An order which went beyond the statutory conditions under which alone it could be made—an order which, for that reason, the Minister could be prohibited from making if he announced his intention of making it, was not an order which, when made, could have statutory effect. The writ of *certiorari* must go to the Minister of Health to bring up the order in question to be quashed as in excess of jurisdiction.

GREER, L.J., and SLESSER, L.J., concurred. Appeal allowed.

COUNSEL: *H. A. Hill* and *A. W. Nicholls*, for the appellant; *H. P. Glover*, for the Liverpool Corporation; *The Attorney-General* (Sir William Jowitt, K.C.) and *Bowstead*, for the Minister of Health.

SOLICITORS: *Few & Co.*, for *W. J. Sheild*, Liverpool; *F. Venn & Co.*, for *The Town Clerk*, Liverpool; *The Solicitor to the Ministry of Health.*

[Reported by T. W. MORGAN, Esq., Barrister-at-Law.]

High Court—Chancery Division.

In re **Ball: Jones** *v.* **Jones.** Luxmoore, J. 27th March.

WILL—TRUST FOR SALE—POWER TO POSTPONE—BENEFICIARIES BECOMING ABSOLUTELY ENTITLED—TRUSTEES' DISCRETION—LAW OF PROPERTY ACT, 1925, s. 25.

By his will dated July, 1887, Phillip Ball, after giving certain pecuniary legacies, devised and bequeathed all his property not otherwise disposed of upon trust for sale and conversion and to stand possessed of the residuary trust fund in trust for his children and grandchildren as therein mentioned, and he declared that his trustees might postpone the sale and conversion of his real and personal estate, or any part thereof, for so long as they should think fit, and that the income of any of his property for the time being unsold should be applied in the same way as the income would be applied if a sale and conversion had been actually made. The testator died in 1894, and the last tenant for life died in August, 1923, when the estate became divisible among the children of the tenants for life, the plaintiff being entitled to one twelfth share of the estate absolutely. The plaintiff alleged that the defendants as the present trustees of the testator's will, notwithstanding that all the shares in the residue had vested on the testator's death, had neglected and refused to exercise the trust for sale and distribute the property. She accordingly took out this originating summons for an order that the defendants should forthwith proceed to sell and divide the proceeds.

LUXMOORE, J., said the trust for sale was imperative and ought to have been executed unless all the beneficiaries had elected to take the property in its unconverted state. There had been no such election, and therefore, unless there was some statutory enactment which altered that position, the plaintiff was entitled to an order. Counsel for the trustees said that such an enactment was to be found in the Law of Property Act, 1925, s. 25, but he (his lordship) found great difficulty in seeing how any power to postpone could be implied when there was in fact an express power in the will. In his view s. 25 had not in fact made any alteration in the law as it existed before the Act was passed. All that it had done was to say that in cases where there was no power to postpone a sale such a power should be implied, and being implied it came to an end, as any express power to postpone would come to an end, directly the fund became divisible. The plaintiff was therefore entitled to an order.

COUNSEL: *R. F. Roxburgh; Andrew E. J. Clark.*

SOLICITORS: *Helder, Roberts, Giles & Co.*, for *Jennings and Williams*, Llanelly; *John T. Lewis & Woods*, for *Randell, Saunders & Randell*, Llanelly.

[Reported by S. E. WILLIAMS, Esq., Barrister-at-Law.]

High Court—King's Bench Division.

Hastings *v.* **Revenue Officer for Walsingham Rural District Council.**

Lord Hewart, C.J., Avory and Branson, JJ. 8th April.

RATING—SPORTING RIGHTS—NOT AGRICULTURAL HEREDITAMENT—EXCLUSION FROM SPECIAL LIST—SEPARATE HEREDITAMENT—RATING AND VALUATION (APPORTIONMENT) ACT, 1928 (18 & 19 Geo. 5, c. 44).

In this appeal, stated under Baines' Act on an appeal to Quarter Sessions against a decision of the North West Norfolk (No. 6) Assessment Committee, the appellant, Lord Hastings, was the owner of about 590 acres of agricultural lands in Melton Constable, which were let to various tenants on yearly tenancies, the sporting rights of those tenancies being reserved to the appellant and enjoyed by him and not let by him to any person. In the valuation list the appellant was assessed as the owner and occupier of property separately valued and described in the list as "sporting rights over 590 acres," and the "rateable value" was entered as £44. In the draft special list, deposited under the Rating and Valuation (Apportionment) Act, 1928, by the Walsingham Rural District Council, as the rating authority, the lands were entered and the tenants assessed, but the sporting rights were left as a separate assessment in the valuation list. The appellant objected that the sporting rights should not have been separately assessed, but that the value thereof should have been included in the assessment of the lands, which should have been increased by the value of the sporting rights. The assessment committee disagreed with that contention, and on appeal to Quarter Sessions notice was served on the revenue officer in accordance with the provisions of the First Schedule to the Rating and Valuation (Apportionment) Act, 1928, and the revenue officer gave notice of his intention to appear as respondent. He contended, *inter alia*, that the rights of sporting constituted a separate hereditament or hereditaments and that therefore it was necessary to treat them as such for the purpose of the valuation list and the special list.

Lord HEWART, C.J., said that the simple question was: How, in relation to the law of rating, as that law had now become, did sporting rights stand where they were severed from the occupation of the land? His lordship referred to the contentions of both parties and to the history of the matter which culminated in the Rating and Valuation (Apportionment) Act, 1928, in which provision was made for the actual physical distinction in the valuation lists of certain hereditaments, including "agricultural hereditaments" which were defined as "agricultural land" or "agricultural buildings." From the definition in the Act of "agricultural land," "land kept or preserved mainly or exclusively for purposes of sport or recreation" was expressly excluded. And by the Local Government Act, 1929, s. 67, agricultural land was to be deemed to have no rateable value. The appellant contended that the sporting rights had a nil value because the agricultural land over which they were exercised had a nil value. The respondent contended that the sporting rights were hereditaments, but not an agricultural hereditament, and that it was necessary so to treat them, and he (his lordship) accepted those contentions and the appeal should be dismissed.

AVORY, J., delivered judgment to the same effect.

BRANSON, J., concurred.

COUNSEL: *Konstam*, K.C., and *Trustram Eve*, for the appellant; *The Attorney-General* (*Sir William Jowitt*, K.C.) and *Wilfrid Lewis*, for the respondent.

SOLICITORS: *Peacock & Goddard*, for *Hill & Perks*, Norwich; *The Treasury Solicitor.*

[Reported by CHARLES CLAYTON, Esq., Barrister-at-Law.]

Lynn *v.* **Bamber.** McCardie, J. 10th April.

CONTRACT—SALE OF PARTICULAR CLASS OF PLUM TREE—BREACH OF WARRANTY—STATUTE OF LIMITATIONS—ALLEGATIONS OF FRAUD.

On the 3rd December, 1921, the plaintiff, William Lynn, purchased from the defendant, Frederick Leonard Bamber, 240 young plum trees, which were sold and warranted as "Purple Pershore" trees. Some years later the plaintiff discovered that the trees were not Purple Pershores, but "Coe's Late Red" trees, which were of an inferior quality to the Pershores. On the 7th December, 1928, the plaintiff issued a writ claiming from the defendant damages for alleged breach of warranty. The defendant denied the breach, and further contended that the claim was barred by the Statute of Limitations, 1623. In reply to the defence under the Statute, the plaintiff raised allegations of fraudulent representation and fraudulent concealment by the defendant.

MCCARDIE, J., said that, *prima facie*, the cause of action was barred at the expiration of six years from the 3rd December, 1921, but the difficulties began when the question of fraud was introduced. He followed *Armstrong* v. *Milburn*, 2 T.L.R., 222, 615, and held that, even in a pure common law action, active and fraudulent concealment was, since the Judicature Act, 1873, a good reply to the Statute of Limitations. There then arose the further question: suppose a defendant had been guilty of fraudulent misrepresentation but there had been no fraudulent concealment of it, how did the case stand?

Did the Statute of Limitations apply at all in such a case? He held that *Bulli Coal Mining Co.* v. *Osborne* [1899] A.C. 351, represented the existing law, and he ruled that, in view of the defendant's plea of the Statute of Limitations, it was relevant for the plaintiff, if he could, to prove either (*a*) that the defendant acted fraudulently in making his representation and warranty on the 3rd December, 1921, or (*b*) that he fraudulently and actively concealed from the plaintiff his breach of warranty. After reviewing the evidence, his lordship said that, in his opinion, the plaintiff had failed to establish the charge of fraud. The conclusion was that, while he ruled in favour of the plaintiff on the points of law raised, on the facts he found in favour of the defendant. Judgment for the defendant; two-thirds only of his taxed costs allowed.

COUNSEL: *Thorn Drury*, K.C., and *Linton Thorp* for the plaintiff; *J. P. Gorman* for the defendant; *A. L. Stevenson* held a watching brief.

SOLICITORS: *Withers, Bensons, Currie, Williams & Co.*, for *Metcalfe, Copeman & Pettefar*, Wisbech; *Oldman, Cornwall and Co.*, for *Ollard & Ollard*, Wisbech; *Southwell & Dennis*, Wisbech.

[Reported by CHARLES CLAYTON, Esq., Barrister-at-Law.]

Fisher *v.* **Oldham Corporation**

McCardie, J. 28th March, 11th April.

LOCAL GOVERNMENT—WRONGFUL ARREST AND DETENTION BY BOROUGH POLICE—BOROUGH CORPORATION NOT LIABLE.

In this action William Henry Fisher claimed damages for false imprisonment from Oldham Corporation in the following circumstances. The plaintiff, who had some six or seven years ago been known to the police in respect of an offence—obtaining money by false pretences—had, since that date carried on a perfectly honest business as a timber merchant in London. Recently a similar offence to that which the plaintiff had in his earlier days committed was committed by someone in Oldham. Photographs of the plaintiff and another man were shown to various witnesses, and in the result instructions were given to the Metropolitan Police to arrest Fisher on the 25th April, 1929. He was arrested in London, detained until the following morning, and then taken in custody to Oldham, where he was put up on two separate identification parades, and the result being unsatisfactory, no charge was made against him, and he was released. It was admitted that another man had in fact committed the offence for which he was arrested, and he now claimed damages in respect of the period of detention. The question was whether the borough corporation were responsible for the wrongful arrest and detention by the borough police. In the event of liability the damages were agreed at £125.

MCCARDIE, J., after dealing with the facts, referred to all the material statutes and authorities, and said that a police constable was not, *primâ facie*, the servant of the borough. He was a servant of the State, a ministerial officer of the central power, though subject in some respects to local supervision. The defendants were not responsible in law for the arrest or detention of the plaintiff. Judgment for the defendants.

COUNSEL: *Tristram Beresford*, for the plaintiff; *Roland Oliver*, K.C., and *W. T. Monckton*, K.C., for the defendants.

SOLICITORS: *W. A. S. Hellyar & Co.; Sharpe, Pritchard and Co.*, for *Dr. Joseph James Williams*, Oldham.

[Reported by CHARLES CLAYTON, Esq., Barrister-at-Law.]

Some De-rating Decisions.

In the article on "Some De-rating Decisions" in our issue of the 3rd May we stated that it was understood that *Lord Hastings' Case* (with reference to the assessment of reserved sporting rights) would be taken to the House of Lords. We are now informed that, though this course was under contemplation by both parties, it is probable that no appeal will be lodged.

Cost of Litigation.

An interesting and important report on the present cost of litigation has been prepared by the Parliamentary and Commercial Law Committee of the London Chamber of Commerce. The matter was referred to the following Committee:—

(1) Geo. R. Freeman, Esq., F.C.A. (Messrs. Gane, Jackson, Jeffreys & Freeman, Chartered Accountants), Past President of the Institute of Chartered Accountants and representative of the Institute of Chartered Accountants on the Council of the London Chamber of Commerce.

(2) Sydney Leader, Esq. (Messrs. Leader, Plunkett and Leader, Solicitors), C.C. Member of the Executive Council of the International Law Association.

(3) Sir James Martin, J.P. (Messrs. Martin, Farlow & Co., Incorporated Accountants), Past President of the London Chamber of Commerce and Past President of the Society of Incorporated Accountants and Auditors.

(4) E. G. Roscoe, Esq. (Messrs. Ince, Colt, Ince & Roscoe, Solicitors), Chairman of the Parliamentary and Commercial Law Committee, Chairman.

(5) W. H. Stentiford, Esq., F.C.I.S., Past President of the Chartered Institute of Secretaries (representative on the Council of the London Chamber of Commerce of the Chartered Institute of Secretaries).

(6) K. G. R. Vaizey, Esq. (Messrs. Bevington, Vaizey and Foster, Insurance Brokers), Underwriter and representative of Lloyds on the International Chamber of Commerce.

It will be seen that the Committee was a strong one and that the majority were not members of the legal profession. The Committee was appointed as a result of complaints about the cost of litigation.

It points out that "the procedure for the settlement of disputes can no more remain static than any other branch of the life of the community, but it must be adapted or altered from time to time to meet changing conditions. The great changes in economic conditions which have taken place in this country in the last twenty years, and especially since the war, have produced a criticism and examination on all sides of our economic institutions which our legal system also naturally cannot escape." It defines the cost of litigation as being the total expenses of all kinds incurred by each of the parties prosecuting either actions in the High Court or arbitrations conducted with the same procedure as an action in court, and it also later points out that cost would include expenditure of time as well as money. It continues: "Our observations are intended to cover litigation arising out of the disputes which may be expected to occur from time to time out of ordinary business relationships between individuals, firms or companies. Disputes arising out of domestic relationships such as divorce or concerning the honour of an individual such as libel or slander cases fall into a different category." The report then goes on with a sketch of the present procedure, and asks the question whether, assuming that the present procedure must remain unchanged and is the only one which can be followed, is the present cost of litigation under such a procedure in itself excessive and unreasonable. It points out that under the present procedure there are two sets of professional men to be remunerated, viz., the solicitor and the barrister, and a third set if experts are engaged. It then goes on to examine the question whether the average barrister's and solicitor's remuneration is excessive or not, and makes findings which are very important to the legal profession. Its conclusion is—"In our opinion their (barristers' and solicitors') remuneration under the present procedure is reasonable and the net income of the average legal practitioner in the interest of the public should not be reduced, having regard to the high standard of education and probity required in the legal profession, the long period of waiting and the strict supervision exercised over the barristers and solicitors, especially the latter. Solicitors, moreover, throughout their business lives, from the commencement of their articles to death or retirement, are subject to a heavy Government tax." It concludes—"In our opinion it is the system and the procedure, not the practitioners, which are responsible for heavy cost."

The report adds, however, that the cost to a client of employing professional legal assistance does not consist only of the personal net income of the solicitor or barrister; to that has to be added the overhead cost of earning such income.

The report then goes on to analyse the elements making up the total cost of litigation, viz.: (*a*) Solicitors' fees; (*b*) Barristers' fees; (*c*) Cost of evidence; (*d*) Length of trial. It considers the overhead charges of solicitors which under the present procedure must be heavy with adequate staffs. It points out that rents in the inner parts of London are now little, if any, less than in New York, and that it is

usually estimated nowadays that approximately 50 to 75 per cent. of the fees of a solicitor go in overhead expenses. It points out that the barrister on the other hand has very few overhead expenses.

As regards evidence, it points out that, apart from agreement, all documents and all facts, however small, have to be proved by oral evidence of witnesses present in court, and that the travelling expenses and loss of time of witnesses occasion heavy expense.

As regards length of trial it states: "We do not wish to appear to criticise the Bench, but there is no doubt that judges nowadays do, in the opinion of the instructed public, allow cases to last longer than they should, and in our opinion, judging by our own experience, and by that of those with whom we are in contact, a greater tendency on the part of the Bench to curtail trials would be welcomed."

The conclusion of the report is that if the present procedure remains unaltered the Committee do not see how the cost of litigation can be materially reduced, and it continues: "If procedure is unaltered the economic necessities and the dislike of parties and witnesses to being kept in court and to being cross-examined in public, will bring its own remedy by much reducing the volume of litigation."

It then goes on to consider remedies. This point, however, first involves consideration of the psychological standpoint of the subject, and points out that if the psychology of business life is closely considered as regards the settlement of disputes and the reward of business effort it will be noticed that the majority of those who conduct business do not much mind by what procedure their disputes are settled, provided they have confidence in the tribunal, and that most business transactions are rewarded on some sort of a scale according to the amount involved. The Committee therefore conclude:—

(*a*) That as long as a business man has confidence in a tribunal he considers procedure a secondary matter.

(*b*) That the system of reward for labour to which most business men are accustomed is one varying according to the amount involved in a transaction.

The report therefore states that in considering changes in procedure, the irresistible inference is that the average litigant, especially if he be a business man, would be satisfied with a much simpler and cheaper procedure than at present.

The report then considers arguments that may be put forward in opposition to alteration, but points out that the English procedure was settled in days when illiteracy was common and correspondence scanty, living cheaper and taxation less. It goes on: "The English procedure, like so many products of England, is, apart from cost, the most perfect of its kind in the world. Equally like so many English products, it is an expensive luxury and beyond the means of the majority of the people unless they are either very poor or very rich. It is as if a person who wished to buy a cheap car were told that he could only have a Rolls or Daimler. His answer would be that if it is a case of either a Rolls or Daimler or no car, then he must go without a car . . . No doubt the English procedure is a splendid system if money is no object, but in these days . . . for persons who are neither very rich nor very poor, avoidance of litigation is essential."

With these introductory remarks the report states the remedies that it advocates, and points out that the ordinary citizen has full confidence in the Bench. What he dislikes is the procedure and expense.

The Committee then state that they consider the present separation of solicitors and barristers should be ended as fusion would undoubtedly lessen expense, but they recognise that fusion is not yet practical politics and would arouse great opposition, and therefore they proceed to deal with the present conditions, and what is immediately practicable, assuming that the two branches of the legal profession continue divided. It then makes recommendations of which the following is a summary—

(*a*) *Evidence.*—All documents should be accepted in evidence without further proof unless formally challenged and oral proof demanded, in which case the challenger should have to pay the costs of the oral proof unless the court otherwise orders.

(*b*) Evidence of witnesses should be in the form of signed statements. Any party desiring a witness to be produced for examination should deposit the cost of the examination and witnesses' expenses, which should be paid by the challenger unless the court otherwise orders.

(*c*) In case of evidence from abroad no commission should be allowed. The evidence should be taken by affidavit or declaration.

(*d*) In cases involving technical questions an assessor should sit. In cases involving less than £1,000 no expert evidence should be allowed. In cases involving over £1,000 the parties should be allowed each to provide one expert as a demonstrator, but not as a witness. In cases involving over £10,000 one expert witness to be allowed on each side.

(*e*) *Counsel.*—The junior's two-thirds brief fee to be abolished. On the other hand the Committee considers that counsel's present fee for advising on evidence and merits is inadequate and should be considerably increased, and points out that the two-thirds rule is illogical because if a fashionable counsel is briefed the junior's fee goes up correspondingly, whereas his responsibility may be diminished.

(*f*) *Interlocutory Proceedings.*—These should be much simplified and counsel only allowed in important cases.

(*g*) *Printing.*—To cease to be compulsory (apart from the House of Lords). "If some cheaper form of printing than the present could be allowed in the House of Lords it would decrease expense."

(*h*) *Trial.*—The date should always be fixed. Efforts should be made to shorten hearings. "Even if this were to result in a judge sometimes being unemployed for a day or so the slight loss to the public of a day or two's salary would be much more than compensated for by all the expenses saved to ligitants." The surroundings of the courts for parties and witnesses should be less uncomfortable and witnesses instead of having to stand should be allowed to sit in a chair as in America. Also that the management of the lists and the business and staff arrangements of the Law Courts should be placed under a responsible whole-time business manager.

(*i*) As regards cases involving under £1,000, solicitors and counsels' fees should be fixed on a sliding scale.

(*j*) The county court limit should not be extended. Delays and loss of time to litigants already occur in the county courts which would be increased by extending the limit.

The report has two annexes, one a letter from a firm of English solicitors practising in Germany explaining the working of scale fees for litigation there, the other a letter from a well-known French lawyer who has had a great experience of English procedure.

The report closes: "In the foregoing observations we have endeavoured to go to the root of the causes to which we attribute the high expense of litigation, and to indicate various means of decreasing the expense. Probably a good many of its improvements could be effected by an alteration of the rules without new legislation provided the will to reform on the part of the Bench and Bar is present."

Societies.

Central Criminal Court Bar Mess.

ANNUAL DINNER.

The annual dinner of the Central Criminal Court Bar Mess was held in the Connaught Rooms on Thursday, 1st May, Mr. Harold T. Wright being in the chair. There were present the Lord Mayor of London (Sir Wm. A. Waterlow, K.B.E.), The Burgomaster of Amsterdam (M. de Vlugt), The Hon. Mr. Justice McCardie, the Hon. Mr. Justice Humphreys, Mr. Percival Clarke (Chairman C.C.C. Bar Mess), the Recorder of London (Sir Ernest Wild, K.C.), the Common Serjeant (Sir Henry Dickens, K.C.), Judge Holman Gregory, K.C., Major R. F. Tasker (Chairman, L.C.C.), Mr. Alderman and Sheriff W. Phené Neal, Mr. Sheriff Bowater, Mr. Wilfrid Nops (Clerk, Central Criminal Court), Sir Ernley Blackwell, K.C.B., Mr. Deputy Newson-Smith (the Chief Commoner), Sir Leonard Kershaw (Registrar, Court of Criminal Appeal), Mr. E. H. Tindal Atkinson (Director of Public Prosecutions), Mr. R. F. Graham-Campbell (Metropolitan Police Magistrate), Lieut.-Col. Sir Hugh Turnbull (Commissioner, City Police), Mr. Anthony Pickford (The City Solicitor), Sir Wm. Willcox, K.C.I.E., K.C.M.G., C.B., Sir Henry Curtis-Bennett, K.C., Mr. Lewis Beeston (Guildhall Justice Room), Mr. Silvester Richards (Mansion House Justice Room), Captain Stevenson (Governor, Brixton Prison), Dr. Watson (Senior Medical Officer, Brixton Prison), Dr. Morton (Governor, Holloway Prison), Mr. Deputy and Under-Sheriff T. Howard Deighton, Mr. Under-Sheriff W. H. Champness, Sir William Ray, L.C.C., Rev. Cyril Moore, Mr. W. W. Grantham, K.C., Mr. C. G. Austin, Mr. P. H. Atkin, Mr. R. J. Blackham, C.N.C.B., C.M.G., C.I.E., D.S.O., Mr. R. C. Blundell, Mr. R. H. Blundell, Mr. J. H. Bowman, Mr. C. L. Burgess, Mr. L. A. Byrne, Mr. Malcolm Carter, The Right Hon. Lord Carnock, Mr. R. S. Chapman, Mr. W. D. Coleridge, Miss Constance Colwill, Mr. E. H. Coumbe, Mr. Gerald Dodson, Mr. Henry Elam, Mr. J. F. Vesey, Fitzgerald, Mr. A. T. Forman, Mr. W. Guy Fossick, Mr. Julian Fuller, Mr. Eustace Fulton, Mr. Bertram Galer, L.C.C., Mr. Marston Garsia, Mr. E. H. Goodman-Roberts, Mr. Temple

Grey, Mr. G. T. Haddon, Mr. G. H. Heilbuth, Mr. John Horridge, Mr. H. E. V. Huggett, Mr. Christmas Humphreys, Mr. Harry Infield, Mr. I. Ivanoff, Mr. S. T. T. James, Mr. Granville Kenyon, Mr. C. D. B. Leggatt, Mr. F. D. Levy, Mr. Stewart Liberty, Mr. James Little, Mr. H. F. Lofts, Mr. P. L. Lofts, Mr. A. M. Lyons, Mr. G. B. McClure, Mr. St. John McDonald, Miss Chrystal Macmillan, Mr. Syed A. Majid, Mr. C. Matthews, L.C.C., Mr. L. Morgan May, Rev. F. Hawtrey May, Sir John Mitchell, Mr. J. B. Montagu, Mr. Beaufoi Moore, Mr. C. R. Morden, Mr. T. E. Morris, Mr. I. Nesteroff, Dr. Pallicia, O.B.E., M.C. (Legal Adviser, Italian Embassy), Mr. Grahame Petrie, Mr. Frank Powell, Mr. W. B. Purchase, Mr. R. H. Reece, Miss Rita Reuben, Mr. Joseph Ricardo, Mr. G. D. Roberts, Mr. J. H. S. Roberts, Mr. R. M. H. Rodwell, Mr. H. D. Roome, Mr. C. T. Samman, Mr. W. R. Hornby Steer, Miss Venetia Stephenson, Mr. Robert Stevens, Mr. J. Avory Tickell, Mr. H. S. E. Vanderpant, Mr. Russell Vick and Mr. Albert Crew (Secretary).

The Barristers' Benevolent Association.

The annual general meeting of this Association will be held in the Inner Temple on Thursday, the 22nd inst., at 4.30 p.m.

The Hon. Mr. Justice Avory has kindly promised to preside. All members of the Inns of Court, whether subscribers to the Association's funds or not, are cordially invited to attend.

The annual report will be circulated, before the meeting, to every member of the Bar with an address in the law list.

The following twenty members of the Association are eligible and willing to serve on the Committee of Management for the ensuing year as ordinary members thereof, and will be proposed for election at the meeting: James Rolt, K.C., A. F. Topham, K.C., Rayner Goddard, K.C., Gavin T. Simonds, K.C., C.M. Pitman, K.C., H. B. Vaisey, K.C., S. L. Porter, K.C., Sir William Hansell, K.C., Trevor Hunter, K.C., Fergus D. Morton, K.C., Robert Peel, K.C., Theobald Mathew, H. C. S. Dumas, G. E. Timins, Hon. Victor Russell, C. W. Lilley, W. N. Stable, F. J. Tucker, W. Everard Dickson and H. H. Maddocks.

Subscriptions and donations should be sent to the Hon. Treasurer at the above address.

Law Students' Debating Society.

At a meeting of the Society held at The Law Society's Hall, on Tuesday, the 6th day of May 1930 (chairman, Mr. J. C. Christian-Edwards), the subject for debate was: "That this House disapproves of the Budget."

Mr. Gerald A. Thesiger opened in the affirmative, Mr. H. J. Baxter opened in the negative. The following members also spoke: Messrs. W. M. Pleadwell, H. F. C. Morgan, R. A. Clyde, Robert Ives, A. L. Ungoed-Thomas, P. H. North Lewis, C. C. Ross and E. G. M. Fletcher. The opener having replied the motion was carried by three votes. There were twelve members and two visitors present.

The Law Society.

HONOURS EXAMINATION.

MARCH, 1930.

The names of the Solicitors to whom the Candidates served under Articles of Clerkship are printed in parentheses.

At the Examination for Honours of Candidates for Admission on the Roll of Solicitors of the Supreme Court, the Examination Committee recommended the following as being entitled to Honorary Distinction:—

FIRST CLASS.

(In order of Merit.)

John Neville Hoare, LL.B., London (Mr. Ernest Roy Bird, M.P., of the firms of Messrs. Wedlake, Letts & Birds, and Messrs. Ernest Bird & Sons, of London) and John Iorwerth Williams, M.A., LL.B. Wales (Mr. Elias Louis Jones, of Llanfyllin).

Gerald Francis Littler (Mr. Oswald Collier Littler, LL.B., of the firm of Messrs. O. Collier, Littler & Kilbey, of Manchester).

SECOND CLASS.

(In alphabetical order.)

Arthur Hill Askew (Mr. Philip Henry Monk, of the firm of Messrs. Jacksons & Monk, of Middlesbrough).

John Ormerod Cowper (Mr. Ralph Knowles Milne, of the firm of Messrs. Edwin Berry & Co., of Liverpool).

Sydney Goldblatt, LL.B. Leeds (Mr. Edward Fitz-Gerald Hart, of Leeds).

Herbert Leo Green, LL.B., Liverpool (Mr. Albert Edward Berry, of the firm of Messrs. Edwin Berry & Co., of Liverpool).

Paul Ivor Harris (Mr. Horace Harford Foster, of Malvern).

Donald Percival Heath (Mr. Robert John Fittall, of Plymouth).

Edward Dudley Pitman (Mr. William John Pitman London).

Frederick Claude Rowan (Sir Philip Horace Freeman, M.A., K.B.E., of the firm of Messrs. Peacock & Goddard, of London).

Charles Ernest Kenneth Sargent (Mr. Henry Simcox Pratt, of the firm of Messrs. Hall, Pratt & Pritchard, of Bilston).

THIRD CLASS.

(In alphabetical order.)

Frederick Sidney Allcock (Mr. Frederick Allcock, of Nottingham).

Harold George Bellamy-Knights (Mr. Charles Jennings Wiltshire, of the firm of Messrs. Wiltshire, Sons & Jordan, of Great Yarmouth).

Nancy Margaret Brown, B.A. London (Mr. Edward Lister Sandbach, M.A., B.C.L., of the firm of Messrs. Slater, Heelis, Sandbach, Marriott, Smiths & Irvine, of Manchester.

Harold Maurice Collinson, B.A. Cantab. (Mr. Basil Cozens-Hardy, B.A., of the firm of Cozens-Hardy & Jewson, of Norwich; and Messrs. Waterhouse & Co., of London).

Edward Llewellyn St. John Couch (Mr. Herbert George Derwent Moger, of the firm of Messrs. Channer & Channer, of Wiveliscombe).

Edwin Bryers Dodd (Mr. Charles Henry Dodd, of the firm of Messrs. James & Charles Dodd, of London).

Douglas John Firman, B.A. London (Mr. Alfred Dods, of the firm of Messrs. Smith, Rundell, Dods & Bockett, of London).

John Worrall Grazebrook (Mr. Francis Martin Tomkinson, of the firm of Messrs. Evershed & Tomkinson, of Birmingham).

Stanley Head (Mr. Walter Rackwood Cocks, of the firm of Messrs. Cocks & Tucker, of Exeter).

David Harold Jones (Mr. Ernest Theodore Tennant, of the firm of Messrs. M. Tennant & Son, of Port Talbot).

Harry James Kendrick (Mr. Albert Victor Haden, of the firm of Messrs. Lenton Lester & Co., of Walsall).

Charles Patrick Baillie Knight, B.A. Oxon (Mr. Herbert James Darby, of the firm of Messrs. Bell, Brodrick & Gray, of London).

Norman Boyd Lintott (Mr. Frank Fraser Haddock, of the firm of Messrs. Coole & Haddock, of Horsham; and Messrs. Blyth, Dutton, Hartley & Blyth, of London).

Ralph Damerell Luscombe (Mr. Henry Lawrence Spear, of Plymouth).

Leslie Charles Marrow, LL.B. London (Mr. Isaac Foot, M.P., of the firm of Messrs. Foot, Bowden & Blight, of Plymouth).

Edmund Savile Monckton, B.A. Cantab (Mr. Gerald England Tunnicliffe, LL.B., of the firm of Messrs. Maude & Tunnicliffe, of London).

Evan Athan Morgan (Mr. Thomas Williams, of the firm of Messrs. Thos. Williams & Owen, of Pentre).

Eric Dalton Watterson, LL.B., Birmingham (Mr. Frederick Joseph Eckersall, of the firm of Messrs. Heath & Eckersall, of Cheltenham).

Oswy Errington Wilson (Mr. George Bernard Lomas-Walker, of the firm of Messrs. Booth, Wade, Lomas-Walker and Colbeck, of Leeds).

The Council of The Law Society have accordingly given a Class Certificate and awarded the following Prizes:—

To Mr. Hoare and Mr. Williams, each—The Clement's Inn Prize—Value about £42.

To Mr. Littler—The Daniel Reardon Prize—Value about £21.

The Council have given Class Certificates to the Candidates in the Second and Third Classes. Eighty-seven Candidates gave notice for Examination.

In Parliament

Progress of Bills.

House of Lords.

Coal Mines Bill. Read a second time and committed. [1st May.

Clergy Pensions (Older Incumbents) Measure. Motion for presentation to His Majesty for Royal Assent agreed to. [2nd May.

House of Commons.

Adoption of Children (Scotland) Bill. Read a second time. [1st May.

Poor Prisoners' Defence Bill. Read the third time and passed. [2nd May.

Railways (Valuation for Rating) Bill. Read the third time and passed. [5th May.

Legal Notes and News.

Honours and Appointments.

The Council of Legal Education have appointed Mr. AUBREY J. SPENCER, M.A. (Oxon), Barrister-at-Law, to the Examinership in Equity at the Inns of Court.

Professional Announcements.

(2s. per line.)

HEWLETT & Co., of 2, Raymond-buildings, Gray's Inn, W.C., have taken into partnership HORACE KENYON HARDCASTLE, who has been associated with them for some time.

Professional Partnerships Dissolved

ATHELSTAN RENDALL, HENRY LITCHFIELD and ALLAN BRUCE LEMON, solicitors, Salisbury, Wilts, and Basingstoke, Hants (Rendall & Co.), dissolved by mutual consent as and from 12th February, 1930. The practice will in future be carried on by A. B. Lemon under the style of Allan B. Lemon.

THOMAS MOUNTAIN, HAROLD MOUNTAIN and WALTER WEST, solicitors and notaries, 37, Bethlehem-street and St. Andrew's-chambers, 109, Cleethorpe-road, Grimsby (Bates, Mountains and West), dissolved by mutual consent so far as regards W. West, who retires from the firm. T. Mountain and H. Mountain will continue the business at 37, Bethlehem-street in co-partnership under the style or firm of Bates & Mountain, and W. West will continue the business at St. Andrew's-chambers, 109, Cleethorpe-road, on his own separate account. 31st March, 1930.

Wills and Bequests.

The Hon. Perceval Maitland Laurence, K.C.M.G., LL.D., of Combe Leigh, The Downs, Wimbledon, S.W., for over thirty years a Judge of the High Court in South Africa, and for twenty years Judge-President of the High Court of Griqualand, Chairman of the Delimitation Commission under the South Africa Act, who died on 28th February, aged seventy-five, left unsettled property in England valued for probate at £273,521 gross, with net personalty £269,716. His will opens with the statement: That he revoked a former will owing to gifts in his lifetime, both these actions being "in view of ferocious fines in the shape of estate and legacy duties now (February 24th, 1927) imposed on thrift in general and on bequests for charitable purposes in particular." He left to the Library of the University of Cambridge the books enumerated in the following list, as he had been informed that the library did not possess such books and would be glad to acquire copies:—Voet, Comm. ad Pandectas, 2 vol., Allob 1757; Grotius, Intro. to Dutch Jurisprudence, tr. Maasdorp, Cape Town, 1878; Van der Keessel, Select Theses, tr. Lorenz, 1868; Sande, Cession of Actions, tr. Anders. Grahamstown, 1906; Maasdorp, Law of Succession, &c., Cape Town, 1897; Van Zyl, Judicial Practice of South Africa, 1902; Reports of Cases in the Supreme Courts of Cape Colony, 1828-1910 (about 80 volumes); 20 volumes (with Digest) of the Cape Law Journal and the South African Law Journal; The South African National Convention, 1908-9. Minutes, &c., C.T., 1911; Correspondence, Reports, Order, &c., on Dominion and Provincial Legislation, 1867-1903, Ottawa; Bourinot's Parliamentary Procedure, Toronto, 1903; Lefroy's Law of Legislative Power in Canada, 1897-8; Clement, Law of Canadian Constitution, second edition, 1904; Viallate, A., L'Industrie Americaine, Paris, 1906; and Viallate, A., et M. Claudel, La Vie Politique dans les Deux Mondes, 2 vols., 1912-13. The portrait of himself in Court dress to be offered to the Master and Fellows of Corpus Christi College, Cambridge; £1,000 to the Master and Fellows of Corpus Christi College, Cambridge, to be applied (as in the case of his former donations) for the promotion and encouragement of classical studies in such manner as the said Master and Fellows may deem advisable. After many other bequests the residue of his property to the Chancellor, Masters and Scholars of the University of Cambridge, "in token of my affection as an *Alumnus* of that great University, and in recognition of the extent to which any success I may have attained in life is attributable to educative influence in the broadest sense," and suggesting that this sum be invested and the income applied as to not exceeding one-fifth thereof for the better equipment, maintenance and enrichment of the University library, and the balance in the promotion of the studies of classics, ancient history, philosophy and archæology, as the respective Faculties or Boards of Studies with the approval of the General Board of Studies, may decide or approve.

FRENCH MAGISTRATES' SALARIES.

A vote was taken in the Chamber recently on the amendment to the Judicial Reforms Bill, by which M. Chautemps sought to challenge the Government's attitude to the question of an increase in magistrates' salaries. The amendment was defeated by 300 votes to 275.

M. Chautemps asked the Chamber to forget all about politics and to consider only the question of principle: magistrates were something more than officials and must be assured of their independence by being properly paid. But it was evident that, in spite of lofty appeals to principles and attempts at detachment, political considerations were always in the ascendant. The Minister of Justice, while admitting the need for higher salaries for magistrates, could not admit the right of the Chamber to vote them apart from all considerations of the effect on the Budget and the question of procedure, and maintained that the Government could not forego its right to make the change by way of decree.

M. Chautemps, with the support of the Opposition, declared that he would be satisfied if the Government would undertake to introduce a Bill for raising the magistrates' salaries before October. But this was also rejected. The Budget Minister, M. Germain-Martin, replied that the proposal could not be entertained, and indicated that the Government took its stand on the question of principle quite as firmly as the Opposition.

LAW ASSOCIATION.

The usual monthly meeting of the directors was held at The Law Society's Hall, on Thursday, the 1st inst., Mr. John Venning in the chair. The other directors present were: Mr. J. D. Arthur, Mr. E. B. V. Christian, Mr. Douglas T. Garrett, Mr. H. Ross Giles, Mr. G. D. Hugh-Jones, Mr. P. E. Marshall, Mr. C. D. Medley, Mr. J. R. H. Molony, Mr. C. F. Pridham, Mr. Frank S. Pritchard, Mr. J. E. W. Rider, Mr. W. M. Woodhouse and the secretary Mr. E. E. Barron. The sum of £106 was voted in relief. It was arranged to hold the annual General Court, on Wednesday, the 28th inst., at 2 o'clock at The Law Society's Hall, and as the President Lord Blanesburgh had promised to be present and preside at the meeting it was resolved to invite the whole of the Council of The Law Society to be present and support him, and to make the meeting open to all members of The Law Society, although not actually members of the Law Association. The annual report was considered and settled and other general business transacted.

COMMITTEE ON RESTRAINT OF TRADE.

The Lord Chancellor and the President of the Board of Trade have appointed Mr. J. G. Archibald to be a member of the above Committee in place of Mr. W. E. Mortimer, who has resigned. The Committee on Restraint of Trade was appointed by the Lord Chancellor and the President of the Board of Trade to consider present trade practices which result in withholding from particular retail traders supplies of goods in which they wish to deal or which prevent the re-sale of such supplies except upon conditions imposed by the suppliers, and to report whether in their opinion all or any of such practices are detrimental to the public interest, and, if so, what alterations in the existing law are necessary to prevent the continuance of such practices.

THE RECORDER OF LONDON'S FUND.

The Recorder of London (Sir Ernest Wild, K.C.) announced at the Central Criminal Court that he had received an additional sum of £75 for the Recorder's Fund, the object of which is to enable the court to help discharged prisoners.

Insurance Notes.

LEGAL & GENERAL ASSURANCE SOCIETY LIMITED

ANNOUNCE THE FORMATION OF A BOARD OF DIRECTORS FOR THE WEST END OF LONDON.

The Legal & General Assurance Society Limited announce the formation of a local Board of Directors for the West End of London. This is the first local board set up by the Society.

The following directors have been appointed:—

Mr. Harold Bellman, M.B.E., F.S.S., F.R.Econ.S., general manager of the Abbey Road Building Society, Chairman; Mr. T. R. Chandler, F.I.A., secretary of the Woolwich Equitable Building Society, Vice-Chairman; Mr. G. R. Ellis-Danvers, a partner of Messrs. Ellis & Ellis, the well-known Parliamentary solicitors of The Sanctuary, Westminster.

Court Papers.

Supreme Court of Judicature.

ROTA OF REGISTRARS IN ATTENDANCE ON

DATE	EMERGENCY ROTA.	APPEAL COURT No. 1.	GROUP I. MR. JUSTICE EVE. Sitness. Part I.	MR. JUSTICE MAUGHAM. Non-Witness.
M'nd'y. May 12	Mr. Andrews	Mr. Blaker	Mr. Blaker	Mr. Ritchie
Tuesday .. 13	Jolly	More	*Jolly	Blaker
Wednesday 14	Hicks Beach	Ritchie	Ritchie	Jolly
Thursday . 15	Blaker	Andrews	*Blaker	Ritchie
Friday 16	More	Jolly	Jolly	Blaker
Saturday .. 17	Ritchie	Hicks Beach	Ritchie	Jolly

DATE.	GROUP I. MR. JUSTICE BENNETT. Witness. Part II.	MR. JUSTICE CLAUSON. Non-Witness.	GROUP II. MR. JUSTICE LUXMOORE. Witness. Part II.	MR. JUSTICE FARWELL. Witness. Part I.
M'nd'y, May 12	Mr. Jolly	Mr. Hicks Beach	Mr. More	Mr.*Andrews
Tuesday .. 13	*Ritchie	Andrews	*Hicks Beach	More
Wednesday 14	*Blaker	More	*Andrews	*Hicks Beach
Thursday . 15	*Jolly	Hicks Beach	*More	Andrews
Friday 16	*Ritchie	Andrews	Hicks Beach	*More
Saturday .. 17	Blaker	More	Andrews	Hicks Beach

* The Registrar will be in Chambers on these days, and also on the days when the Courts are not sitting.

The WHITSUN VACATION will commence on Saturday, the 7th day of June, 1930, and terminate on Tuesday, the 10th day of June, 1930, inclusive.

EASTER SITTINGS, 1930.

COURT OF APPEAL.

IN APPEAL COURT No. 1.

Tuesday, 29th April.—Exparte Applications, Original Motions, Interlocutory Appeals from the Chancery and Probate and Divorce Divisions, and if necessary, Chancery Final Appeals.
Wednesday, 30th April and until further notice.—Chancery Final Appeals.

IN APPEAL COURT No. 2.

Tuesday, 29th April.—Exparte Applications, Original Motions, and Final Appeals from the King's Bench Division.
Wednesday, 30th April, and until further notice.—Final Appeals from the King's Bench Division.

HIGH COURT OF JUSTICE.
CHANCERY DIVISION.

Group 1.—In Causes and Matters assigned to Mr. Justice EVE, Mr. Justice MAUGHAM and Mr. Justice BENNETT.

Mr. Justice EVE.
(The Witness List. Part 1.)
(*Actions, the trial of which cannot reasonably be expected to exceed 10 hours.*)
Mondays ...Companies (Winding Up) business.
Tuesdays, Wednesdays, Thursdays, Fridays } The Witness List. Part 1.

Before Mr. Justice MAUGHAM.
(The Non-Witness List.)
Mondays ...Chamber Summonses.
Tuesdays ...Mots, sht caus, pets, procedure sums. fur cons and adjd sums.
Wednesdays.Adjd sums.
Thursdays ..Adjd sums.
Lancashire business will be taken on Thursdays, the 1st, 15th and 29th May.
Fridays.....Mots and adjd sums.
N.B.—The last Motion day of the Sittings will be Thursday, 5th June.

Before Mr. Justice BENNETT.
(The Witness List. Part 2.)
Mr. Justice BENNETT will sit daily for the disposal of the List of longer Witness Actions.

Group 2.—In Causes and Matters assigned to Mr. Justice CLAUSON, Mr. Justice LUXMOORE and Mr. Justice FARWELL.

Before Mr. Justice CLAUSON.
(The Non-Witness List.)
Mondays ...Chamber Summonses.
Tuesdays ...Mots, sht caus, pets. procedure sums. fur cons and adjd sums.
Wednesdays.Adjd sums.
Thursdays ..Adjd sums.
Fridays.....Mots and adjd sums.

N.B.—The last Motion day this Sittings in this Court will be Thursday, 5th June.

Before Mr. Justice LUXMOORE.
(The Witness List. Part 2.)
Mr. Justice LUXMOORE will sit daily for the disposal of longer Witness Actions.

Before Mr. Justice FARWELL.
(The Witness List. Part 1.)
(*Actions, the trial of which cannot reasonably be expected to exceed 10 hours.*)
Mondays ...Bankruptcy Business.
Tuesdays, Wednesdays, Thursdays, Fridays } The Witness List. Part 1.
Bankruptcy Judgment Summonses will be taken on Mondays, the 12th May and 2nd June.
Bankruptcy Motions will be taken on Mondays, the 5th and 26th May.
A Divisional Court in Bankruptcy will sit on Monday the 19th May.

THE COURT OF APPEAL.

A List of Appeals for hearing, entered up to Thursday, 17th April, 1930.

FROM THE CHANCERY DIVISION.
(Final List.)

The Bournemouth-Swanage Motor Road & Ferry Co v Harvey and Sons (not before Trinity)
Lister v Thorp Medley & Co
Same v Same
Oxford Corpn v Oxford Electric Co ld
Guy-Pell v Foster
Chowood ld v Lyall
Cincinnati Grinders Inc v B S A Tools ld (not before 7th April)
Att-Gen v Price's Tailors (1928) ld
Re Hood Public Trustee v Hood
Tigon Mining & Finance Corpn ld v South Tigon Mining Co ld

(In Bankruptcy.)

Re Henry Fenton (Deeds of Arrangement Act 1914) Expte Fenton Textile Association ld v Thomas Paton, the Trustee under the Deeds of Arrangement
In the Matter of Bankruptcy Notice (No. 403 of 1930) Expte The Debtor v The Judgment Creditors
Re Dobree & Sons S Expte S Blow v M C Spencer and S B Smith (Trustees)
Re Drabble G & Drabble F Expte The Trustee v J J Swan & Co ld

FROM THE CHANCERY AND PROBATE AND DIVORCE DIVISIONS.
(Interlocutory List.)

Divorce Restall M G v Restall W L
Livesley v Livesley

FROM THE PROBATE AND DIVORCE DIVISION.
(Final List.)
(For judgment.)

Nachimson S I v Nachimson G M

FROM THE KING'S BENCH DIVISION.
(Final and New Trial List.)

Fowler v Commercial Timber Co ld
Gullett v Evans
Same v Same
Same v Same
Same v Same
Gullett v The Threadneedle Insce (1923) ld
Josephs v Morgan Film Service (1928) ld
Peech v Best
Burt v New Milton Urban District Council
Periera v Bastos
G Arnold & Co ld v Blasius
H S Wright & Webb v Annandale
Mason v Toppin
Hall v Cowper
Re Withers & Co Solicitors and Re Solicitors Act 1843
Wilkins v Carlton Shoe Company ld
Michelin Tyre Co ld v Marrable
Same v Arundel
Penney v Photomaton Parent Corporation ld
Acme Flooring & Paving Company (1904) ld v H Coxhead & Co ld
The Mayor &c of the City of London v London County Council

FROM THE KING'S BENCH DIVISION.
(Revenue Paper—Final List.)

Attorney-General v Farrell
Wolverton v Commrs of Inland Revenue
Collyer (H.M. Inspector of Taxes) v Hoare & Co ld

(Interlocutory List.)

Re Judgments' Extension Act, 1868 Johnstone v Johnstone (pt hd) (s.o. to April 29)
Kodak ld v Alpha Film Corpn ld
Re Arbitration Act, 1889 Naumann v Edward Nathan & Co ld
Fredk Huth & Co v Jackson
The King v West Norfolk Assessment Committee (Exparte F B Ward)
Veda ld v Coventon

FROM THE ADMIRALTY DIVISION.
(Final List.)
For Judgment.

Celtic—1929—No 472 Comerford v The White Star Line, &c., Owners of s.s. Celtic
Croxteth Hall — 1929 — Folio 478 Murray v Ellermans Line ld., Owners of s.s. Croxteth Hall

For Hearing.
With Trinity Masters.

Woodcock — 1929 — Folio 386 Owners of sailing barge "Honduras" v Owners of s.s. "Woodcock"

RE THE WORKMEN'S COMPENSATION ACTS.
(From County Courts.)

Pensford v Bromley Collieries (1921) ld v Dagger
Birch Brothers ld v Brown
Dixon v The Sutton Heath & Lea Green Collieries ld
Sedgwick v The Leeds Forge Co ld

STANDING IN THE "ABATED" LIST.

FROM THE CHANCERY DIVISION.
(Interlocutory List.)

Siemens & Halske v The Western Electric Co ld (pt hd) (s.o. generally March 31)

HIGH COURT OF JUSTICE—CHANCERY DIVISION.

For the purpose of securing the more speedy disposition of business and especially of the shorter Witness Actions, the Judges of the Chancery Division are divided into two groups of three each, and there are three lists, namely: The Non-Witness List, The Witness List Part I, into which the shorter Witness Actions will go, and the Witness List Part II, into which the longer Witness Actions will go.

GROUP I:—Mr. Justice EVE, Mr. Justice MAUGHAM and Mr. Justice BENNETT.

GROUP II:—Mr. Justice CLAUSON, Mr. Justice LUXMOORE and Mr. Justice FARWELL.

GROUP I.

Mr. Justice EVE will take Part I of the Witness List. Companies (Winding up) business will be taken on each Monday.

Mr. Justice MAUGHAM will take the Non-Witness business as set out in the Easter Sittings Paper.

Mr. Justice BENNETT will take Part II of the Witness List.

GROUP II.

Mr. Justice CLAUSON will take the Non-Witness business as set out in the Easter Sittings Paper.

Mr. Justice LUXMOORE will take Part II of the Witness List.

Mr. Justice FARWELL will take Part I of the Witness List. Bankruptcy business will be taken as announced in the Easter Sittings Paper.

Set down to April 17th, 1930.

Group I. In Causes and Matters assigned to Mr. Justice EVE,, Mr. Justice MAUGHAM and Mr. Justice BENNETT.

Before Mr. Justice EVE.
For Judgment.

F Reddaway & Co ld v Hartley
Wells, Gardner, Darton & Co ld v The Chatterbox Co ld
The Chatterbox Co ld v Wells, Gardner, Darton & Co ld
Morse v Thomas
Morse v Thomas
Ner-Sag (Overseas) ld v Brandreth (fixed for May 6)
Part v Dunstable Portland Cement Co ld (fixed for June 17)

WITNESS LIST. PART I.
Actions, the trial of which cannot reasonably be expected to exceed 10 hours.

Wheeler v Branson (not before May 15)
Re Kreutz Soester v Happy
Re Clifford Clifford v Clifford
Togni v Burge

Givone v Argall (restored) (s.o. for commission)
Wilkinson v Hall
Applestone v Lazarus
Keeble v Cottier
Gilpin v Harvey
Hippisley v Smith (not before Trinity)
Aplin v Webster
Mitford v Deacon & Co
Peall, Roy & Co ld v Crawley
Walten, Harvey ld v Walker and Homfrays ld
Hanson v Goddard
Vineberg v Smelt
Neale v Merrett
Ward v Simpson
Ward v Mendham
Wood v Mistlin
Re Stoneman Stoneman v Cole
Re Shaw Shaw v Delmore (with witnesses) (not before May 12)
Re Same Same v Same (with witnesses) (not before May 12)
T M Fairclough & Sons ld v Berliner (not before May 15)
Nathan v Llewellyn
Wigan v F Reid Price & Co ld
Peters v Chapman
Short v Pitt
Epstein v International Art Depositories ld
Ezbelent v Brent Engineering Works Co
Stewart v Dent, Allcroft & Co ld
Parry v Rochester Corpn
Same v Matthews
Jackson v Arnold
Nottingham & Walsh ld v Nottingham
Selbie v Aagaard
Re Littlewood Clark v Littlewood (with witnesses)
Cope v Hann
Re Lloyds Bank ld Bomze v Bomze
Scarf v Cox
Proudley v Owen & Robinson ld
S M T Gramophone Co ld v Itonia Gramophones ld
Re Trade Marks Acts, 1905 to 1919 Re Itonia Gramophones ld Trade Mark No 475953
Lea v Sales & Teather (1927) ld
Pulford v Edmonds
Terroni v Corsini
C C Wakefield & Co ld v Gratton Bros
Le Strange v White
Bagge v Green
Ritchie v London Electric Railway Co
Thomas v Thomas
Re Phillips Lawrence v Huxtable
Re Hall Jackson v Hall
Siosteen v Webb
O'Grady v Berger
John Groves & Sons ld v Jolliffe
Field v R E Bennett ld
White v I R Cussins & Co ld

Petitions.

Alliance Bank of Simla ld (to wind up—ordered on May 6 1924 to s.o. generally)
Robert Young's Construction Co ld (same—s.o. from Jan 20 1925—liberty to restore)
H.A.P.P. Tanning Co ld (same—ordered on June 2 1926 to s.o. generally)
Dillwyn Colliery Co ld (same—ordered on Oct 15 1928 to s.o. generally—liberty to restore)
Harley the Tailor ld (same—s.o. from April 14 1930 to May 5 1930)
Gramophone Cabinets ld (same—s.o. from April 7 1930 to June 2 1930)
"Phantestra" (Renns Gramophone & Wireless) ld (same—s.o. from April 14 1930 to May 12 1930)
Rodney Investment Syndicate ld (same—s.o. from April 7 1930 to May 19 1930)
British Surety Insurance Co ld (same—s.o. from March 24 1930 to May 5 1930)
Halcyon Wireless Co ld (same—s.o. from March 31 1930 to May 5 1930)
Wynsor Electric Range Co ld (same—s.o. from April 14 1930 to May 5 1930)
Industrial Rubber Manufacturers ld (same—s.o. from April 7 1930 to May 5 1930)
Air-Cooled Motors (Parent Company) ld (same—s.o. from April 14 1930 to May 5 1930)
London & Eastern County Theatres ld (same—s.o. from April 14 1930 to May 5 1930)
Anglo Scottish Securities ld (same—s.o. from April 7 1930 to June 2 1930)
G W Pearce & Sons (Brassfounders) ld (same—s.o. from March 31 1930 to May 12 1930)
Electramonic (Foreign Rights) ld (same—s.o. from April 14 1930 to May 5 1930)
Foundation Co ld (same—s.o. from April 7 1930 to May 19 1930)
A B Cleworth & Co ld (same—s.o. from March 31 1930 to May 5 1930)
Electramonic Co ld (same—s.o. from April 14 1930 to May 12 1930)
International Talking Screen Productions ld (same—s.o. from April 14 1930 to May 5 1930)
Consolidated Fur Farms ld (same—s.o. from April 14 1930 to May 5 1930)
Adlifo (Great Britain) ld (same—s.o. from April 14 1930 to May 5 1930)
Evos Doorways ld (same—s.o. from April 14 1930 to May 5 1930)
Phos Development ld (same)
Cockspur Trust ld (same)
Hendon Automobiles ld (same)
Land Air & Water Services ld (same)
British Screen Productions ld (same)
Henry Ross ld (same)
Pontardulais Gas Co ld (same)
Mayfair Electric Gramophones ld (same)
Dapper & Good ld (same)
Smith's Motor Engineering and Coach Works ld (same)
Burnards (Established 1899) ld (same)
Montague's ld (same)
London Coachbuilders Co ld (same)
British Felspar ld (same)
Paige's Potato Crisps ld (same)
Electradio Co ld (same)
Freidman Furriers ld (same)
Kerr Stuart & Co ld (same)
Paul Ruinart (England) ld (to confirm reduction of capital)
Wrigley (Sales) ld (same)
Walter Wilson & Son ld (same)
Premier Electric Welding Co (Newcastle) ld (same—s.o. from April 14 1930 to May 5 1930)
Job Beaumont & Son ld (same)
Scott Brothers ld (same)
J W Courtenay ld (same)
Smith's Printing Company (London & St. Albans) ld (same)
Typke & King ld (same)
Rossington Main Colliery Co ld (same)
Maltby Main Colliery Co ld (same)
Evans & Owen ld (same)
Mikado Cafe (B'ham) ld (same)
Lagunas Nitrate Co ld (same)
Sittang Valley Rubber Estates ld (same)
Jos Tin Area (Nigeria) ld (to confirm alteration of objects)
Sun Life Assurance Society (same)
William Foster & Co ld (same)
Harley the Tailor ld (same)
E W Rudd ld (to confirm reorganisation of capital)
Worcester Royal Porcelain Co ld (to confirm alteration of objects and reduction of capital)
Sagar-Richards ld (to sanction scheme of arrangement and confirm reduction of capital)
Yapp's Laundry ld (same)
British Booklet Marches (1928) ld (to confirm reduction of capital and sanction issue of shares at a discount)
Style & Winch ld (s. 155—ordered on April 7 1930 to s.o. generally—liberty to either party to apply on short notice to restore)
National Smelting Co ld (same)
Colchester Brewing Co ld (same)
Dartford Brewing Co ld (same)
Queen's Club Gardens Estates ld (same)
Western Mansions ld (same)
Great Western Colliery Co ld (same)
Freeman Hardy & Willis ld (same)
Light Castings ld (same)
Falkirk Iron Co ld (same)
Sinclair Iron Co ld (same)
British Columbia Electric Railway Co ld (same)
Metallic Seamless Tube Co ld (same)
Chesterfield Tube Co ld (same)
British Italian Banking Corporation ld (same)
Scrase's Brewery ld (same)

Motions.

John Dawson & Co. (Newcastle-on-Tyne) ld (s.o. generally by consent)
S. Jacobs & Co ld (ordered on March 15 1921 to s.o. generally)
H C Motor Co ld (ordered on July 5 1921 to s.o. generally)
R Maurice & Co ld (ordered on April 5 1927 to s.o. generally)
Gow Wilson & Stanton ld (s.o. from April 14 1930 to May 5 1930)
Hyams & Daw ld (s.o. from April 7 1930 to May 5 1930)
Greenhill & Sons ld (s.o. from April 14 1930 to May 5 1930)

Adjourned Summonses.

Vanden Plas (England) ld (with witnesses—parties to apply to fix day for hearing—retained by Mr. Justice Astbury)
Fairbanks Gold Mining Co ld (ordered on July 26 1921 to s.o. generally)
Blisland (Cornwall) China Clay Co ld (ordered on Dec 16 1921 to s.o. generally)
French South African Development Co ld Partridge v French South African Development Co ld (ordered on April 2 1914 to s.o. generally pending trial of action in King's Bench Division)
Economic Building Corpn ld (with witnesses) (ordered on July 3 1923 to s.o. generally)
Economic Building Corpn ld (ordered on July 3 1923 to s.o. generally)
Atkey (London) ld (ordered on Jan 22 1924 to s.o. generally)
Direct Fish Supplies ld (ordered on Feb 3 1925 to s.o. generally)
National Benefit Assurance Co ld (appln of English Insurance Co ld—c.a.v.)
Norman Wright & Barrett ld (appln of Founders Trust and Investment Co ld (ordered on March 18 1930 to s.o. generally—liberty to restore)
Sovereign Shipping Co ld (appln of W G Williams—with witnesses)
City Equitable Fire Insce Co ld (appln of Liverpool & London Globe Insce Co ld (ordered on April 8 1930 to s.o. generally—liberty to restore—retained by Mr. Justice Maugham)
Same (appln of British General Insce Co ld—ordered on April 15 1930 to s.o. generally—liberty to restore—retained by Mr. Justice Maugham)
Wicklow ld (appln of Kenneth Brown Baker Baker)
G U Price & Co ld (appln of W G Morden—with witnesses)
Wm Muirhead MacDonald Wilson and Co ld (appln of H Bolton—with witnesses)
City Equitable Fire Insurance Co ld (appln of A J Collins & Co ld)
F W Brown ld (appln of H J Winter & anr—with witnesses)

Before Mr. Justice MAUGHAM.

Short Cause.

Roth v Ayon

Petitions.

Re C A Vandervell & Co ld and Re Companies Act 1929
Re Heathcote dec Heathcote v Trench
Re British Dyestuffs Corporation ld and Re Companies Act 1929
Re The Welsbach Light Co ld and Re Companies Act 1929

Further Consideration.

Re Bennett Noonan v Lorymer Adjourned Summonses.
Re Wise Wise v Wise
Re Venables' Will Trusts Sargeant v Venables
Re Farmer Public Trustee v Gilman
Re England Conridge v England
Re Fletcher Fletcher v Fletcher
Re Portal Portal v Gibbard
Re Penberthy's Settlement Penberthy v Denny
Re Askew's Settlement Majoribanks v Askew
Long Acre Press ld v Odhams Press ld
Re Edwards Public Trustee v Edwards
Re Owen Owen v Richards
Re Prime Prime v Cardozo
The Warren Cement Works ld v Lefebure
Knox v Consolidated Fur Farms ld
Re Bayley Readett-Bayley v Hibbert
Re Holdford Morris v Holdford
Re Batcheller French v Batcheller
Re Rushforth Buckton v Rushworth
Re Weld Weld v Blundell
Re Williams' Settlement Trusts Williams v Williams
Re Crowe Crowe v Ridley
Re Gist Public Trustee v Gist

Re Ley's Settled Estate Ley v Ley
Re Webber Newby v Att-Gen
Re Cugny's Will Trusts Smith v Freeman
Re Westminster's Settled Estates Westminster v McKenna
Re Bennett Bennett v Anstee
Re Same Weatherill v Gutteridge
Re Same Same v Same
Re Joel's Lease Berwick v Baird
Re French Cushen v French
Re Beadle Bartlett v Burt
Re Plumptre's Marriage Settlement Underhill v Plumptre
Re Morris Morris v Morris
Re Walker's Trust Greene v Public Trustee
Re Robinson Lamb v Robinson
Re Johnson's Marriage Settlement Eiloart v Johnson
Re Hill's Settlement Trusts Eiloart v Hill
Re Long Shelvoke v Summers
Re Smith Rhagg v Aynsley
Re Townsend Townsend v Townsend
Re Prevost Lloyds Bank ld v Barclays Bank ld
Re Bennett Noonan v Lorymer (to be heard with fur cons)
Re Davis Wallis v Harris
Reville (1926) ld v Reville-Terry
Re Heslop's Will Trusts Medley v Heslop
Wath-upon-Dearne U D C v Payne
Re Tweedy Tweedie v Tweedy
Re Mais' Conveyance & Law of Property Act 1925
Re Pim Pim v Mewes
Re Whitwell Parker v Buszard
Re Howe Public Trustee v Howe
Re Kingham Public Trustee v Kingham

Before Mr. Justice BENNETT.

Retained Adjourned Summons.

Re Stratton Stratton v Att-Gen (pt hd)

Witness List. Part II.

Re Colbourne Colbourne v Millington
Re The Curran Metals & Munitions Co ld and Re Companies (Consolidation) Act 1908 (s.o. for Att-Gen)
Hartmann v Konig
Goddard v Seares
Melhame v The Administrator of German Property (s.o for Att-Gen)
Leeds City Brewery ld v Hey and Humphries ld
Wolff v Administrator of German Property
Jones v Payton
Att-Gen v G & T Earle ld
Chivers & Sons ld v Eastwood's Cement ld
Brison v Grace
Barclay v Meyler
S & M (1928) ld v Style & Mantle ld
Turner v Smith (restored)
Re Powell Powell v Powell
St. Clements Press ld v Fishburn
Tate v Newman, Williams & Co
Cardiff Corporation v Cardiff Pure Ice & Cold Storage Co ld (with witnesses)
Goldberg v Waite & Waite

Before Mr. Justice CLAUSON.

Retained Action.

Witness List. Part I.

The Huntoon Co v Kolynos Incorporated

Petitions.

Re Brunner, Mond & Co ld and re Companies Act 1929 (May 6)
Re The United Alkali Co ld and re Companies Act 1929 (May 13)

Further Considerations.

Re Douglas Hill v Douglas
Re Arch Birks v Wilson

Adjourned Summonses.

Re Fleming Nicholls v Nicholls (restored)
Re Brook Crowther v Schippers
Re Davies Edwards v Ward
Dyer v Dyer
Re Watkins Collett v Symons
Re Haggar Freeman v Arscott
Re Lancashire Lancashire v Royal National Lifeboat Institution
Re Howson Jeffery v Solly
Re Burt Burt v Burt
Re Langham Jones v Wilkinson
Re Thomas Public Trustee v Thomas
Re Maynard's Will Trusts Pearce v Pearce
Re Hull Symthe v St. Dunstan's Hostel for Blinded Soldiers and Sailors
Re Hanney Public Trustee v Hannay
Re Cole Giddings v Cole
Re Le Gros Allen v Hatch
Re North Charterland Exploration Co (1910) ld (petition of right)
Re Hicks Westminster Bank ld v Feargus
Re Barnard Moresby v Hill
Re Trench's Settlement Phibbs v Trench
Re Phibbs' Settlement Morley v Morley
Re Walker Walker v Mold
Re Seear Public Trustee v Peacock
Re Stuart Public Trustee v Attlee
Re Tuckley Tuckley v Manning
Re Lowry Lowry v Lowry
Re Allistone & Giddins' Arbitration and re Arbitration Act 1889
Re Tye Jones v Owen
Re Greenwood Greenwood v Greenwood
Re Sellar Halsey v Craig
Re Tong Hilton v Bradbury
Re Hamilton Fell v Hamilton
Re Tollemarche Forbes v Public Trustee
Re Davidson Davidson v Davidson
Re St. Clement's Church Charity and re Charitable Trusts Acts 1853 to 1925
Re Macewan Macewan v Macewan
Re Dysart Dysart v Edwards
Re Fleetway Press ld Love and Malcolmson ld v Fleetway Press ld
Re Winter Hall v Winter (restored)
Re Sagor Russian Commercial and Industrial Bank v Kogan

Before Mr. Justice LUXMOORE.

Assigned Petition and Adjourned Summons.

Re Neufeldt & Kuhnke's Patents and re Patents and Designs Acts 1907 to 1928
Re Hogg & Carr's Patents and re Patent and Designs Acts 1907 to 1919 (May 20) to fix a day

Retained Adjourned Summonses.

Re Curzon Settled Estates
Re Settled Land Act 1925 (restored) pt hd (fixed for April 29)
Re Scarsdale Settled Heirlooms Scarsdale v Curzon (restored) pt hd (fixed for April 29)
Re Stansfield Stansfield v Redmund

Witness List. Part II.

Bonzon v The Governor and Company of the Bank of England (s.o. for depositions)
Hipkin v Hipkin
Wing v Burn
Naamlooze Vennootschap Fabrik Van Instrumenten en Electrische Apparaten "Inventum" v Schneider
Edelshain v Huggins & Co ld (not before June 1)
Douglas v Huelin
Beckett v Beckett
Arthur Berton ld v Jarrett Rainsford Laughton ld
The Gas Light & Coke Co v Clements (fixed for May 12)
J. Ricordi & Co (London) ld v Clayton
Same v Same
Kelly's Directories ld v Fox Jones and Co.
Same v Association of Dominion and British Trades ld

Before Mr. Justice FARWELL.

Retained Actions.

Witness List. Part II.

Re Nicholson & Sons ld Application and re Trade Marks Acts 1905 to 1919 (motion pt hd) (fixed for April 29)
Sagar v H Ridehalgh & Son ld (fixed for May 6)

Retained Adjourned Summonses.

Re Aggs Fox v Aggs

Witness List. Part I.

Actions, the trial of which cannot reasonably be expected to exceed 10 hours.

Druce & Co ld v Gordon
Att-Gen v Jenkins (not before May 5)
Gale v Warwick
Trustee of Mellor (a bankrupt) v Morrison
Spyer v Phillipson
Tetley v Tetley & Whitley ld
Edgar v Field
Spens v Wrathall (not before May 1)
Kitson v Constantinesco
Brighton Downs Estate Co ld v Hardiment
Gooch v Sanders
Trustee of Fox (a bankrupt) v Rubens
Smyth v Luck Bros ld
C C Wakefield & Co ld v Russell
Same v Jones
Trustee of Martin (a bankrupt) v Richards
Menke v Automatic Records Player ld
Peake v Lanesborough
Lisack v W Abrahams & Co ld
Goldberg v Franklin
English v Heddon
The Staveley Coal & Iron Co ld v Garlick
Adams v Bachelor
Edwards v Ransomes & Raper ld

CHANCERY DIVISION

(In bankruptcy).

APPEALS AND MOTIONS IN BANKRUPTCY.

Pending 16th April, 1930.

Appeals from County Courts to be heard by a Divisional Court sitting in Bankruptcy.
Re Moynihan, A A Expte Hooper and Ashby ld v E H Hawkins, Trustee (appl from the County Court of Berkshire (Reading))
Re a Debtor (No. 4, 1930) Expte The Debtor v The Official Receiver and The Petitioning Creditor (appl from the County Court of Surrey (Wandsworth))

MOTIONS IN BANKRUPTCY for hearing before the Judge.

Re Cohen Expte I Morris v M Cohen, Trustee
Re Rosenberg L Expte The Official Receiver (Trustee) v H Yager (London) ld
Re Dobree & Son S Expte M B Bloom v M C Spencer & S B Smith, Trustees (s.o. generally)
Re Bolton J B Expte Mrs M B Bolton v P S Booth & J S Wells, Trustees.
Re Grimes P W (otherwise R O Graham) Expte Official Receiver Trustee v Mrs D E M Grimes and The Governors and Company of the Bank of England
Re Livermore P A Expte R T Leyson, Trustee v M H Livermore and N Livermore
Re Murphy J E & Henning C W (otherwise Henning & Murphy) Expte F W Le B Lean, Trustee v A Hicks
Re Agelasto P J, Sechiari G P and Copsidas D N (carrying on business as Rodocanachi Sons and Co) Expte Bruno Philipp and Jaffa & Levin a firm v G E Sendell, Trustee

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KING'S BENCH DIVISION.

CROWN PAPER.

For Argument.

In re a Solicitor
Sillitoe v Goodison
Lord Mayor &c of Sheffield v Clarke
Lord Mayor &c of Sheffield v Clarke
Revenue Officer, Bradford v Assessment Committee for the Bradford Assessment Area & ors
Revenue Officer, Ipswich v Eastern Counties Farmers' Co-operative Association ld
Glamorgan County Valuation Committee v Barry Area Assessment Committee
Johnson v Idle & ors
The King v Storey Esq & anr Jj's of Sunderland & anr (expte Melross)
Pye v Andrews
The King v Licensing Justices for Borough of Maldon (expte Lawrence)
The King v Licensing Justices for Borough of Maldon (expte Lawrence)
The King v Licensing Justices of the Forest Division of Berks (expte Galloway)
In re a Solicitor
Elam v Howlett
Kramsky v Davies
Revenue Officer, Lambeth v L C C
Revenue Officer, Ipswich v Assessment Committee for the Ipswich Assessment Area and ors
Revenue Officer, Bath v Assessment Committee for the City of Bath Assessment Area & ors
The London Playing Fields Society v Assessment Committee for South West Area of Essex
Walthamstow Borough Council v London Playing Fields Society

The King v Rothera Esq (expte Chetwin)
Bridgland v White
Howard v Smith
Revenue Officer, Westminster v "Daily Mirror" Newspaper ld
Revenue Officer, Bath v Assessment Committee for the City of Bath Assessment Area & ors
Revenue Officer, Luton v The Luton Area Assessment Committee & ors
Revenue Officer, Wimbledon v Assessment Committee for the Surrey North Eastern Assessment Area & ors
F Bourne & Son v Shaxby
Warren v Mayor &c of the Borough of Chesterfield
The King v Governor of Brixton Prison (expte Moraitiny)

CIVIL PAPER.
For Hearing.

Rezin v Wood
Shipwright v Lidiard
John v Humphreys Garages (Pontypridd) ld & anr (Pontypridd County Court)
Maskinson v Anderson & anr (Shoreditch County Court)
Eli Heyworth & Sons ld v L Thornton & Co ld
Bundy v Motor Cab Owner Drivers Association & ors (Westminster County Court)
Aston & ors v Eastwood & anr (Tunbridge Wells County Court)
Hudd v Matthews (Bloomsbury County Court)
Davey v Cooper (Greenwich County Court)
Safadi v Morrison (Manchester County Court)
London County & General Real Property Co ld v Randle (Bow County Court)
Rice v Noble (Whitechapel County Court)
West & Son ld v Norman
Thomas & ors v Vint's Theatres ld
Morgan-Jones v Wilson (Marylebone County Court)
Hillier v Hambury (Dorchester County Court)
Howell v Pearse (Westminster County Court)
Maunsell v Bayley (Bloomsbury County Court)
Bonus & anr v Marylebone Coal Co ld & anr
Kirby v London County Council & ors (Bow County Court)
Barnett v Welby (Folkestone County Court)
Hankinson v Vickers (Bournemouth County Court)
Bonus & anr v Wandsworth Coal Co ld & anr
Bonus & anr v W J Lyons & Co ld & anr
D Morris & Sons ld v Burrows & anr (Marylebone County Court)
Roberts v Jones (Newport County Court)
Southern Garage ld v Clark (East Grinstead County Court)
Oetzman & Co ld v Barnes (Bloomsbury County Court)
Posner v Segal (Bow County Court)
Hoskins v Lewis (West London County Court)
Alvarez v Emanuel (Westminster County Court)
Bright v Storey
Archer v George Beer & Rigden ld (Faversham County Court)
The Fulham & Hampstead Property Co ld v Pitt (Marylebone County Court)
Hearn v Household Equipment Supply Co ld (Clerkenwell County Court)
Carpenter v Haymarket Hotel ld (Westminster County Court)

SPECIAL PAPER.

Civilian War Claimants Association ld v The King
H L Holloway & Son v Brabazon House ld
Wood Hanbury Rhodes & Jackson v T Skinner & Son
Yates & Yates v Ashton & Mitchell ld
Lloyd del Pacifico v Board of Trade
The Hain S.S. Co ld v Louis Dreyfus & Cia lda. of Buenos Ayres
D S A S Ruth v Newfoundland Canada Steamships ld

MOTION FOR JUDGMENT.

Kent v Ruck

REVENUE PAPER.
Cases Stated.

T Haythornthwaite & Sons ld and T Kelly (H M Inspector of Taxes)
G W Selby Lowndes and The Commrs of Inland Revenue
Gooch's ld and B A Nash (H M Inspector of Taxes)
F E Thornley (H M Inspector of Taxes) and J R Brown (remitted)
Rheinberg & Co and William Ogston (H M Inspector of Taxes) (remitted)
Properties Contract Co ld v J T Young (H M Inspector of Taxes)
H G Lowry (H M Inspector of Taxes) and Fit ld (remitted)
Poole Harbour Commissioners and R R Jcly (H M Inspector of Taxes)
The English, Scottish and Australian Bank ld and Commrs of Inland Revenue
The Kuala Muda Rubber Estates ld and F E Todd (H M Inspector of Taxes)
D M Gimson and Commrs of Inland Revenue
W H Cockerline & Co and Commrs of Inland Revenue
Glazed Kid ld and Commrs of Inland Revenue
R W Green (H M Inspector of Taxes) and Favourite Cinemas ld
The Seaham Harbour Dock Co and W F Crook (H M Inspector of Taxes)
Lord Michelham's Trustees and Commrs of Inland Revenue
Exors of Rt Hon Aimee G Dowager Lady Michelham and Commrs of Inland Revenue
D Johnstone (H M Inspector of Taxes) and The Consolidated London Properties ld
Herbert John Towle (H M Inspector of Taxes) and The Improved Industrial Dwellings Co ld and The Improved Industrial Dwellings Co ld and Herbert John Towle (H M Inspector of Taxes) and Cross-Appeal
P Bennett (Administrator of H Bennett, dec) and W Ogston (H M Inspector of Taxes)
E L Franklin and Commrs of Inland Revenue
P O Nolder (H M Inspector of Taxes) and Leslie Allan Walters
The Union Cold Storage Co ld and Douglas Hay Royle Adamson (H M Inspector of Taxes)
Colville Estate ld and Commrs of Inland Revenue
W Ogston (Inspector of Taxes) and Payne Jennings & Killick ld
Municipal Mutual Insurance ld and W J Hills (H M Inspector of Taxes)
The Commrs of Inland Revenue and The Trustees of the Hostel of St. Luke Registered
F J C Grey and W A Tiley (H M Inspector of Taxes)
Keren Kayemeth le Jisroel ld and Commrs of Inland Revenue
James Jackson Todd (H M Inspector of Taxes) and Jones Bros ld
Tom James Bethell Adams and Hanley Musker (H M Inspector of Taxes)
The London Theatres of Varieties ld and Commrs of Inland Revenue
Swaythlings Exors and Commrs of Inland Revenue

PETITION OF RIGHT.

May Higgins (married woman) and The King

DEATH DUTIES—SHOWING CAUSE.

In the Matter of Arthur George Earl of Wilton, dec
In the Matter of John William Atkinson, dec
In the Matter of George Eli North, dec
In the Matter of Annie Sharpe, dec
In the Matter of George Bone, dec
In the Matter of Charles Frederick Wahl, dec

PETITION UNDER THE FINANCE ACT, 1894.

In re the Estate of Blayney Reynell Townley Balfour, dec

Sir Francis William Lowe, Bart., solicitor, of Draycott-place, S.W., and Colmore-row, Birmingham, left unsettled property of the value of £108,017, with net personalty £40,562.

Stock Exchange Prices of certain Trustee Securities.

Bank Rate (1st May, 1930) 3%. Next London Stock Exchange Settlement Thursday, 22nd May, 1930.

	Middle Price 7th May 1930.	Flat Interest Yield.	Approximate Yield with redemption.
English Government Securities.		£ s. d.	£ s. d.
Consols 4% 1957 or after	87½	4 11 5	—
Consols 2½%	55½	4 10 6	—
War Loan 5% 1929-47	101½	4 18 6	—
War Loan 4% (Tax free) 1929-42	101½	3 19 0	3 17 6
War Loan 4½% 1925-45	97½	4 12 4	4 14 6
Funding 4% Loan 1960-90	89½	4 9 5	4 10 0
Victory 4% Loan (Available for Estate Duty at par) Average life 35 years	93½	4 5 7	4 7 6
Conversion 5% Loan 1944-64	102½	4 17 10	4 17 6
Conversion 4½% Loan 1940-44	98½	4 1 3	4 13 0
Conversion 3½% Loan 1961	77⅞	4 10 0	—
Local Loans 3% Stock 1912 or after	64	4 13 9	—
Bank Stock	251½	4 15 5	—
India 4½% 1950-55	83	5 8 5	5 15 9
India 3½%	63½	5 10 3	—
India 3%	54	5 11 1	—
Sudan 4½% 1939-73	96	4 13 9	4 14 6
Sudan 4% 1974	86	4 13 0	4 15 6
Transvaal Government 3% 1923-53 (Guaranteed by British Government, Estimated life 15 years.)	83½	3 11 10	4 2 3
Colonial Securities.			
Canada 3% 1938	90	3 6 8	4 10 0
Cape of Good Hope 4% 1916-36	94	4 5 1	5 2 0
Cape of Good Hope 3½% 1929-49	84	4 3 4	4 16 0
Ceylon 5% 1960-70 (First Dividend £2 5s., 1st August, 1930.)	103	4 17 1	4 16 9
Commonwealth of Australia 5% 1945-75	92	5 8 8	5 9 9
Gold Coast 4½% 1956	94	4 15 9	4 18 0
Jamaica 4½% 1941-71	93	4 16 9	4 18 3
Natal 4% 1937	94	4 5 1	5 2 0
New South Wales 4½% 1935-45	84½	5 6 6	6 2 6
New South Wales 5% 1945-65	89½	5 11 9	5 13 9
New Zealand 4½% 1945	95	4 14 9	4 19 0
New Zealand 5% 1946	101	4 19 0	4 18 0
Nigeria 5% 1950-60 (First Dividend £1 15s., 1st August, 1930.)	101⅜	4 19 0	4 18 6
Queensland 5% 1940-60	89½	5 11 9	5 15 0
South Africa 5% 1945-75	101	4 19 0	4 18 0
South Australia 5% 1945-75	89½	5 11 9	5 12 9
Tasmania 5% 1945-75	92½	5 8 1	5 9 0
Victoria 5% 1945-75	90½	5 10 6	5 11 3
West Australia 5% 1945-75	90½	5 10 6	5 11 3
Corporation Stocks.			
Birmingham 3% on or after 1947 or at option of Corporation	64	4 13 0	—
Birmingham 5% 1946-56 (First Dividend £1 5s., 1st July, 1930.)	101	4 19 0	4 19 3
Cardiff 5% 1945-65	100	5 0 0	5 0 0
Croydon 3% 1940-60	71	4 4 6	4 16 9
Hastings 5% 1947-67 (First full half year's Dividend, 1st October, 1930.)	102	4 18 0	4 16 6
Hull 3½% 1925-55	80	4 7 6	4 17 6
Liverpool 3½% Redeemable by agreement with holders or by purchase	75	4 13 4	—
London City 2½% Consolidated Stock after 1920 at option of Corporation	54	4 12 7	—
London City 3% Consolidated Stock after 1920 at option of Corporation	64	4 13 9	—
Manchester 3% on or after 1941	65	4 12 7	—
Metropolitan Water Board 3% "A" 1963-2003	65	4 12 7	—
Metropolitan Water Board 3% "B" 1934-2003	66	4 10 11	—
Middlesex C.C. 3½% 1927-47	85	4 2 4	4 18 0
Newcastle 3½% Irredeemable	73	4 15 11	—
Nottingham 3% Irredeemable	62	4 16 9	—
Stockton 5% 1946-66	100	5 0 0	5 0 0
Wolverhampton 5% 1946-56	101	4 19 0	5 0 0
English Railway Prior Charges.			
Gt. Western Rly. 4% Debenture	83½	4 15 10	—
Gt. Western Rly. 5% Rent Charge	101	4 19 0	—
Gt. Western Rly. 5% Preference	97	5 2 7	—
L. & N.E. Rly. 4% Debenture	79	5 1 3	—
L. & N.E. Rly. 4% 1st Guaranteed	75	5 6 8	—
L. & N.E. Rly. 4% 1st Preference	68	5 17 8	—
L. Mid. & Scot. Rly. 4% Debenture	80½	4 19 5	—
L. Mid. & Scot. Rly. 4% Guaranteed	78	5 2 7	—
L. Mid. & Scot. Rly. 4% Preference	71½	5 11 11	—
Southern Railway 4% Debenture	80½	4 19 5	—
Southern Railway 5% Guaranteed	99	5 1 0	—
Southern Railway 5% Preference	94	5 6 5	—

VALUATIONS FOR INSURANCE. It is very essential that all Policy Holders should have a detailed valuation of their effects. Property is frequently very inadequately insured, and in case of loss insurers suffer accordingly. **DEBENHAM STORR & SONS (LIMITED)**, 26, King Street, Covent Garden, W.C.2, the well-known chattel valuers and auctioneers (established over 100 years), have a staff of expert valuers and will be glad to advise those desiring valuations for any purpose. Jewels, plate, furs, furniture, works of art, bric-a-brac, a speciality 'Phones: Temple Bar 1181-2.

YOUNG SOLICITOR desires Clerkship with a view to partnership. Experienced in litigation, workmen's compensation and company law; good advocate. Small capital at disposal. Excellent references. "C.," Box 558, Solicitors' Journal, 29 Breams-buildings, E.C.4.

CLERK seeks change as Managing or Clerk to principal. Devon or South of England. Twenty years two situations. Conveyancing, probate and accounts. —Box 413, Solicitors' Journal, 29, Breams-bldgs., E.C.4.

SOLICITOR (33), Welsh speaking, now conducting own practice in small provincial town, would consider taking up a salaried appointment in a larger sphere, where a provincial experience of conveyancing and probate work would prove of utility; could arrange to be available at short notice.—Box 195 Solicitors' Journal, 29, Breams-buildings, E.C.4.

SOLICITOR, experienced in Conveyancing, is open to assist solicitors by post.—Box B. 331 Solicitors' Journal, 29, Breams-buildings, E.C.4.

SOLICITOR, 34, single, seeks post North of England, admitted 1921, good general experience and references.—Box 381, Solicitors' Journal, 29, Breams-buildings, E.C.4.

YOUNG Solicitor undertakes drafting accounts, looking up points, etc., for busy solicitors in return for small charge.—"E." Box 275, Solicitors' Journal, 29, Breams-buildings, E.C.4.

SOLICITOR (2nd Class Honours), with over 30 years' continuous experience in conveyancing, trust and probate work, willing to assist Solicitors by post.—"S." Box 312, Solicitors' Journal, 29, Breams-buildings, E.C.4.

SOLICITOR, B.A., LL.B. (Camb.), available for locum work or to assist busy solicitor. South. Conveyancing, probate, trust, and general.—Box 95, Solicitors' Journal, 29, Breams-buildings, E.C.4.

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SOLICITOR'S Managing Clerk, unadmitted, wide experience litigation, conveyancing, common law; pleads fresh start any capacity, moderate salary; can furnish guarantee.—Lex, c/o W. W. Jemmett, F.I.S.A., Secretary, Central D.P.A. Society, Victory House, Leicester-square, W.C.2.

EXPERIENCED Clerk (36), accustomed litigation and City practice; also shorthand and typing.—Apply Box 326, Solicitors' Journal, 29, Breams-buildings, E.C.4.

YOUNG EXPERIENCED SOLICITOR with own dictaphone would help overworked solicitor evenings at agreed terms. Litigious and conveyancing; good credentials.—Box 327, Solicitors' Journal, 29, Breams-buildings, E.C.4.

EX-OFFICERS AND OTHER RANKS.

THE Proprietors of The Solicitors' Journal have placed this space at the disposal of THE BRITISH LEGION OFFICERS' ASSOCIATION, EMPLOYMENT BUREAU, 3-4, Clement's Inn, Strand, London, W.C.2 (Telephone: Holborn 5769), to whom all replies should be addressed, quoting number of advertisement, date of insertion, and the name of this paper.

EX-R.A.F. Officer, age 31, seeks permanent post; 16 years' commercial experience in shipping, freight and passenger booking, correspondence, typewriting, invoicing, advertising, transfer office work, etc. Good references. Moderate salary required. 8841

EX-INFANTRY Officer and wife offers services. Any post of trust. Bachelor's house, flat, club, town or country. Wife excellent cook housekeeper. Husband horticulture, etc. Highest credentials and references. 10918

EX-OFFICER, single, 35, adaptable, willing to go anywhere, do anything, home or abroad; 16 years' driving, mechanic, tester, works. Tours manager. Four years Tobacco trade. 11583

EX-OFFICER, with approximately 20 years experience of accident insurance, well recommended by previous employers, requires suitable employment, Sussex. Would accept any clerical or salaried representative post. 11858

EX-OFFICER, 32, ten years' experience of accounts, cash, etc., with thorough knowledge of stockbroking. Accept any position of trust. Excellent references. 11884

EX-OFFICER, urgently seeks employment as traveller, secretarial or any position of trust. Active, adaptable, hard worker. Salary. 11214

PRACTICES AND PARTNERSHIPS.

SUCCESSION in Newcastle-upon-Tyne legal practice—wanted to purchase—immediate succession not essential—would consider working arrangement for indefinite period with view to succession.—Box 397, Solicitors' Journal, 29 Breams-buildings, E.C.4.

SOLICITOR desires to purchase old-established general and conveyancing practice in or near London showing substantial profits; or early succession.—Box 99, Solicitors' Journal, 29, Breams-buildings, E.C.4.

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SOLICITOR, general practice and clerk to local authority in growing South Coast town, has vacancy for articled clerk. Public school man preferred. Good prospects for suitable man used to country life.—Box No. 87, Solicitors' Journal, 29, Breams-bldgs., E.C.4.

ARTICLED PUPILS.

TO PARENTS and Guardians.—Old-established firm of auctioneers and estate agents on South Coast have vacancy for articled pupil. Premium required, part returned in salary. References given and required. —Write Box 393, Solicitors' Journal, 29, Breams-buildings, E.C.4.

WELL-EDUCATED young man or lady, age 17-19, wanted by Chartered Accountant in London to serve articles.—Write, giving educational qualifications, Box 394, Solicitors' Journal, 29, Breams-buildings, E.C.4.

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INVESTMENTS.

MORTGAGE Funds.—Several sums available for trustee securities. Freehold properties in central London preferred.—Apply White, Druce & Brown, Surveyors, 6, Hanover-square, W.1.

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ENQUIRIES and INVESTIGATIONS.—John Conquest, 36 Great James-street, Bedford-row W.C.1 (Holborn 3866). Established 1899.

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REVERSIONS, POLICIES, FREEHOLD GROUND RENTS, &c.,

At the LONDON AUCTION MART, E.C.4, on THURSDAY next, MAY 15th, at 2.30, in Lots:—

REVERSION to about £6,500 on decease, without issue, of survivor of lives 61 and 58.—Solicitor, Edward Lloyd, Esq., 31, North John-st., Liverpool.

ABSOLUTE REVERSION on decease of life 56, to about £2,700.—Solicitors, Messrs. Balderson, Warren & Co., 32, Bedford-row, W.C.1.

ABSOLUTE REVERSION on decease of life 61, to 1-3 of about £13,000.—Solicitor, Frank M. Duncalf, Esq., 45, Cross-st., Manchester.

ABSOLUTE REVERSION on decease of life 69, to investments and property estimated at about £1,800.—Solicitors, Messrs. Attenboroughs, 15 and 16, Thavies Inn, Holborn-circus, E.C.1. Particulars also of Ernest Boothroyd, Esq., C.A., 79, Mark-lane, E.C.3.

LAND TAXES of £7 and £6 per annum, respectively, arising out of property in Bloomsbury-square, W.C.1; and Wootton, Beds.—Solicitors, Messrs. Rooks, Wales, Godwin & Galsworthy, 16, King-st., E.C.2.

POLICIES OF ASSURANCE.

£5,500.—Law Life Office, now Phœnix Assurance Co. Ld., on life of a Baronet. Premium £120 0s. 5d. Bonuses £3,963.

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Solicitors, Messrs. Capel Cure & Ball, 2, Southampton-st., Bloomsbury-square, W.C.1.

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2¼ ACRES OF GARDEN.

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WITH VACANT POSSESSION

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By Order of Liquidator.

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